

PROJECT MANUAL

FOR

TOWN OF BOLTON, CONNECTICUT

TOWN GREEN IMPROVEMENTS

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September 17, 2026

NATHAN L. JACOBSON & ASSOCIATES, INC.

CONSULTING CIVIL & ENVIRONMENTAL ENGINEERS SINCE 1972
CHESTER, CONNECTICUT

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**TOWN OF BOLTON, CONNECTICUT
TOWN GREEN IMPROVEMENTS**

INVITATION TO BID

Sealed Bids for **Town Green Improvements** will be received by the **Town of Bolton** at the Issuing Office until **10:00 AM** local time on **Friday October 2, 2026**. At which time the Bids received will be publicly opened and read aloud. **The project generally consists of the filling and grading of the Bolton Town Green along with the relocation of an existing gazebo.**

Bids will be received for a single prime Contract. Bids shall be on a lump sum and unit price basis as indicated in the Bid Form.

Bidding Documents are available for free download from the Project's bidding service webpage. To download Bidding Documents: go to the bidding service homepage listed below; select this project's solicitation; sign in and/or register as directed; and select the Bidding Documents for download.

Bidding service homepage: <http://www.bidexpress.com/businesses/27674/home>.

The Issuing Office is: **Town Administrator's Office, Bolton Town Hall, 222 Bolton Center Road, Bolton, CT 06043.**

A pre-bid meeting will be held at **10:00 AM** local time on **September 25, 2026** at **222 Bolton Center Road**. Attendance at the pre-bid meeting is encouraged but is not mandatory.

The successful Bidder will be required to provide a Payment Bond and a Performance Bond each in the amount of one hundred percent of the Contract Price. The Surety Company shall be licensed in the State of Connecticut and listed on IRS Department Circular 570.

Bid Bond is not required. The bidder agrees that its bid shall be good, capable of being accepted, and may not be withdrawn for a period of sixty [60] days, Saturdays, Sundays and legal holidays excluded, after the opening of bids.

The successful Bidder shall comply with the requirements of Prevailing Wage Rate Laws in accordance with Section 31-51 of the Connecticut General Statutes.

The contractor who is selected to perform this State project must comply with CONN. GEN. STAT. §§ 4a-60, 4a-60g, and 46a-68b through 46a-68f.

This contract is subject to state contract compliance requirements, including nondiscrimination statutes and spending allocation goals. There is \$250,000 in state-funding for this project. State law requires project-specific goals be set for this project based on the project's needs and available Small Business Enterprises ("SBEs") and Minority Business Enterprises ("MBEs"). The SBE goal for this project is 9.26%. The MBE goal for this project is 5.56%. The selected contractor must demonstrate good faith effort to meet the spending allocation goals.

If the Town of Bolton determines, in its sole discretion, to proceed with the work, the successful bidder must execute and deliver a Contract for Construction of a Small Project and furnish valid Certificates of Insurance prior to the start of any work.

The Owner is exempt from payment of Sales and Use Taxes on all materials and equipment to be incorporated in the Work. These taxes shall not be included in the Bid.

All work to be performed in connection with the proposed project will be subject to all applicable federal, state, and local laws, ordinances and regulations.

The Town reserves the right to waive any technical defects in the bids; to reject bids which do not conform to the terms and conditions described in the specifications; to reject any, any part of, or all bids; to waive informalities or irregularities in the bidding process; and to accept that bid which the Town deems to be in its best interest, whether or not it is the lowest dollar proposed.

All work to be performed in connection with the proposed project will be subject to all applicable federal, state, and local laws, ordinances and regulations.

It is the responsibility of the bidder to ensure that it has received any and all addendums to this Invitation to Bid prior to submitting a bid.

This Invitation to Bid is not binding on the Town.

The Town reserves the right to revise or amend the plans and specifications from time to time as it deems necessary.

This Invitation to Bid has been prepared solely to solicit bids and does not constitute a contract offer.

The Town reserves the right to amend, cancel, postpone, withdraw, or resubmit this Invitation for Bid at any time if it is in the best interest of the Town to do so.

The Town of Bolton is an equal opportunity provider and employer.

Owner: Town of Bolton, Connecticut

By: James Rupert, Administrative Officer

Date: September 17, 2026

+ + END OF INVITATION TO BID + +

INSTRUCTIONS TO BIDDERS

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ARTICLE 1 – DEFINED TERMS

- 1.01 ~~Terms used in these Instructions to Bidders have the meanings indicated in the General Conditions and Supplementary Conditions. Additional terms~~ **Terms** used in these Instructions to Bidders have the meanings indicated below:
- A. **Agreement** - *The written instrument, executed by Owner and Contractor, that sets forth the Contract Price and Contract Times, identifies the parties and the Engineer, and designates the specific items that are Contract Documents.*
 - B. **Bid**—*The offer of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.*
 - C. **Bidder**—*An individual or entity that submits a Bid to Owner.*
 - D. **Bid Form** – *The Contract for Construction of a Small Project (EJCDC C-522).*
 - E. **Bidding Documents** – *The Bidding Requirements, the proposed Contract Documents, and all Addenda.*
 - F. **Bidding Requirements** – *The advertisement or invitation to bid, Instruction to Bidders, Bid Bond or other Bid security, if any, the Bid Form, and the Bid with any attachments.*
 - G. **Bid Submittal** – *Contract for Construction of a Small Project (Bid Form), the Non-Collusion Affidavit of Bidder Form, and any attachments to support the Bidder's information provided in the Bid. Submittal may be in the form of the Project Manual provided with the Bidding Documents.*
 - H. **Contract Documents** – *As defined in Section 2.02 of the Contract for Construction of a Small Project (EJCDC C-522).*
 - I. **Issuing Office** – *The office from which the Bidding Documents are to be issued **defined in the advertisement for bids or invitation to bid.***
 - J. **Project Manual**—*The written documents prepared for, or made available for, procuring and constructing the Work, including but not limited to the Bidding Documents or other construction procurement documents, geotechnical and existing conditions information, and Specifications. The contents of the Project Manual may be bound in one or more volumes.*
 - K. **Work**—*The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Contract Documents.*

ARTICLE 2 – COPIES OF BIDDING DOCUMENTS

- 2.01 Complete sets of the Bidding Documents ~~may~~ will be **provided via E-mail to prospective bidders** ~~obtained from the Issuing Office in the number and format stated in the advertisement or invitation to bid.~~
- 2.02 Complete sets of Bidding Documents shall be used in preparing Bids; neither Owner nor Engineer assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

- 2.03 Owner and Engineer, in making ~~copies of~~ Bidding Documents available on the above terms, do so only for the purpose of obtaining Bids for the Work and do not authorize or confer a license for any other use.

ARTICLE 3 – QUALIFICATIONS OF BIDDERS

- 3.01 ~~To demonstrate Bidder's qualifications to perform the Work, Bidder shall submit with its Bid (a) written evidence establishing its qualifications such as financial data, previous experience, and present commitments, and (b) the following additional information:~~
~~A. Evidence of Bidder's authority to do business in the state where the Project is located~~
~~B. Bidder's state or other contractor license number, if applicable.~~
- 3.02 ~~A Bidder's failure to submit required qualification information within the times indicated may disqualify Bidder from receiving an award of the Contract.~~
- 3.03 No requirement in this Article 3 to submit information will prejudice the right of Owner to seek additional pertinent information regarding Bidder's qualifications.
- 3.04 Bidder is advised to carefully review those portions of the Bid Form requiring Bidder's representations and certifications.

ARTICLE 4 – SITE AND OTHER AREAS; EXISTING SITE CONDITIONS; EXAMINATION OF SITE; OWNER'S SAFETY PROGRAM; OTHER WORK AT THE SITE

4.01 *Site and Other Areas*

- A. The Site is identified in the Bidding Documents. By definition, the Site includes rights-of-way, easements, and other lands furnished by Owner for the use of the Contractor. Any additional lands required for temporary construction facilities, construction equipment, or storage of materials and equipment, and any access needed for such additional lands, are to be obtained and paid for by Contractor.

4.02 *Existing Site Conditions*

- A. ***There are no existing hazardous environmental conditions at the project site known to the Owner.*** Test pit information is shown on the Drawings. ~~Subsurface and Physical Conditions; Hazardous Environmental Conditions~~
- ~~1. The Supplementary Conditions identify:~~
- ~~a. those reports known to Owner of explorations and tests of subsurface conditions at or adjacent to the Site.~~
 - ~~b. those drawings known to Owner of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities).~~
 - ~~c. reports and drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site.~~
 - ~~d. Technical Data contained in such reports and drawings.~~
- ~~2. Owner will make copies of reports and drawings referenced above available to any Bidder on request. These reports and drawings are not part of the Contract Documents, but the Technical Data contained therein upon whose accuracy Bidder is entitled to rely, as provided in the General Conditions, has been identified and established in the~~

~~Supplementary Conditions. Bidder is responsible for any interpretation or conclusion Bidder draws from any Technical Data or any other data, interpretations, opinions, or information contained in such reports or shown or indicated in such drawings.~~

~~3. If the Supplementary Conditions do not identify Technical Data, the default definition of Technical Data set forth in Article 1 of the General Conditions will apply.~~

- B. Underground Facilities: Information and data shown or indicated in the Bidding Documents with respect to existing Underground Facilities at or contiguous to the Site are set forth in the Contract Documents and are based upon information and data furnished to Owner and Engineer by owners of such Underground Facilities, including Owner, or others.
- C. Adequacy of Data: Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to subsurface conditions, other physical conditions, and Underground Facilities, and possible changes in the Bidding Documents due to differing or unanticipated subsurface or physical conditions appear in ~~Paragraphs 5.03, 5.04, and 5.05 of the General Conditions~~ **Paragraph 11.01 of the Contract for Construction of a Small Project.** ~~Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to a Hazardous Environmental Condition at the Site, if any, and possible changes in the Contract Documents due to any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in the Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work, appear in Paragraph 5.06 of the General Conditions.~~

4.03 Site Visit and Testing by Bidders

- A. Bidder shall conduct the required Site visit during normal working hours and shall not disturb any ongoing operations at the Site.
- B. Bidder is not required to conduct any subsurface testing, or exhaustive investigations of Site conditions.
- C. On request, and to the extent Owner has control over the Site, and schedule permitting, the Owner will provide Bidder access to the Site to conduct such additional examinations, investigations, explorations, tests, and studies as Bidder deems necessary for preparing and submitting a successful Bid. Owner will not have any obligation to grant such access if doing so is not practical because of existing operations, security or safety concerns, or restraints on Owner's authority regarding the Site.
- D. Bidder shall comply with all applicable Laws and Regulations regarding excavation and location of utilities, obtain all permits, and comply with all terms and conditions established by Owner or by property owners or other entities controlling the Site with respect to schedule, access, existing operations, security, liability insurance, and applicable safety programs.
- E. Bidder shall fill all holes and clean up and restore the Site to its former condition upon completion of such explorations, investigations, tests, and studies.

4.04 Owner's Safety Program

- A. Site visits and work at the Site may be governed by an Owner safety program. **Owner shall furnish copies of any applicable Owner safety programs to Bidders.** ~~As the General Conditions indicate, if an Owner safety program exists, it will be noted in the Supplementary Conditions.~~

4.05 Other Work at the Site

- A. ~~Reference is made to Article 8 of the Supplementary Conditions for the~~ **Owner will provide Bidders** with identification of the general nature of other work of which Owner is aware (if any) that is to be performed at the Site by Owner or others (such as utilities and other prime contractors) and relates to the Work contemplated by these Bidding Documents. If Owner is party to a written contract for such other work, then on request, Owner will provide to each Bidder access to examine such contracts (other than portions thereof related to price and other confidential matters), if any.

ARTICLE 5 – BIDDER’S REPRESENTATIONS

5.01 It is the responsibility of each Bidder before submitting a Bid to:

- A. examine and carefully study the Bidding Documents, and any data and reference items identified in the Bidding Documents;
- B. visit the Site, conduct a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfy itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work;
- C. become familiar with and satisfy itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work;
- D. carefully study all: (1) **if any**, reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the ~~Supplementary Conditions~~ **Bidding Documents**, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the ~~Supplementary Conditions~~ **Bidding Documents**, especially with respect to Technical Data in such reports and drawings;
- E. consider the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder’s safety precautions and programs;
- F. agree, based on the information and observations referred to in the preceding paragraph, that at the time of submitting its Bid no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of its Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents;
- G. become aware of the general nature of the work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents;
- H. promptly give Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder discovers in the Bidding Documents and confirm that the written resolution thereof by Engineer is acceptable to Bidder;

- I. determine that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work; and
- J. agree that the submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

ARTICLE 6 – PRE-BID CONFERENCE

- 6.01 A pre-Bid conference will be held at the time and location stated in the invitation or advertisement to bid. Representatives of Owner and Engineer will be present to discuss the Project. Bidders are encouraged to attend and participate in the conference. Engineer will transmit to all prospective Bidders of record such Addenda as Engineer considers necessary in response to questions arising at the conference. Oral statements may not be relied upon and will not be binding or legally effective.

ARTICLE 7 – INTERPRETATIONS AND ADDENDA

- 7.01 All questions about the meaning or intent of the Bidding Documents are to be submitted to Engineer in writing **by emailing to jdillon@nlja.com**. Interpretations or clarifications considered necessary by Engineer in response to such questions will be issued by Addenda delivered to all parties recorded as having received the Bidding Documents. Questions received less than ~~seven~~ **three** days prior to the date for opening of Bids may not be answered. Only questions answered by Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.
- 7.02 Addenda may be issued to clarify, correct, supplement, or change the Bidding Documents.

~~ARTICLE 8 – BID SECURITY~~

- 8.01 ~~A Bid must be accompanied by Bid security made payable to Owner in an amount of five percent of Bidder's maximum Bid price (determined by adding the base bid and all alternates) and in the form of a certified check, bank money order, or a Bid bond (on the form included in the Bidding Documents) issued by a surety meeting the requirements of Paragraphs 6.01 and 6.02 of the General Conditions.~~
- 8.02 ~~The Bid security of the apparent Successful Bidder will be retained until Owner awards the contract to such Bidder, and such Bidder has executed the Contract Documents, furnished the required contract security, and met the other conditions of the Notice of Award, whereupon the Bid security will be released. If the Successful Bidder fails to execute and deliver the Contract Documents and furnish the required contract security within 15 days after the Notice of Award, Owner may consider Bidder to be in default, annul the Notice of Award, and the Bid security of that Bidder will be forfeited. Such forfeiture shall be Owner's exclusive remedy if Bidder defaults.~~
- 8.03 ~~The Bid security of other Bidders that Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of seven days after the Effective Date of the Contract or 61 days after the Bid opening, whereupon Bid security furnished by such Bidders will be released.~~

- 8.04 ~~Bid security of other Bidders that Owner believes do not have a reasonable chance of receiving the award will be released within seven days after the Bid opening.~~

ARTICLE 9 – CONTRACT TIMES

- 9.01 The number of days within which, or the dates by which, the Work is to be substantially completed and ready for final payment are set forth in the ~~Agreement~~ ***Contract for Construction of a Small Project.***

ARTICLE 10 – LIQUIDATED DAMAGES

- 10.01 Provisions for liquidated damages, if any, for failure to timely attain a Milestone, Substantial Completion, or completion of the Work in readiness for final payment, are set forth in the ~~Agreement~~ ***Contract for Construction of a Small Project.***

ARTICLE 11 – SUBSTITUTE AND “OR-EQUAL” ITEMS

- 11.01 The Contract for the Work, as awarded, will be on the basis of materials and equipment specified or described in the Bidding Documents without consideration during the bidding and Contract award process of possible substitute or “or-equal” items. In cases in which the Contract allows the Contractor to request that Engineer authorize the use of a substitute or “or-equal” item of material or equipment, application for such acceptance may not be made to and will not be considered by Engineer until after the Effective Date of the Contract.
- 11.02 All prices that Bidder sets forth in its Bid shall be based on the presumption that the Contractor will furnish the materials and equipment specified or described in the Bidding Documents, as supplemented by Addenda. Any assumptions regarding the possibility of post-Bid approvals of “or-equal” or substitution requests are made at Bidder’s sole risk.

ARTICLE 12 – SUBCONTRACTORS, SUPPLIERS, AND OTHERS

- 12.01 ***Refer to the Contract for Construction of a Small Project for any limitations on subcontracting the Work included in the original Contract Price.***

ARTICLE 13 – PREPARATION OF BID

- 13.01 The ***Contract for Construction of a Small Project (Bid Form)*** is included with the Bidding Documents.
- A. All blanks on the Bid Form, ***except the “Owner” section and Effective Date of Contract on the last page,*** shall be completed in ink and the Bid Form signed in ink. Erasures or alterations shall be initialed in ink by the person signing the Bid Form. A Bid price shall be indicated for each section, Bid item, alternate, adjustment unit price item, and unit price item listed therein.
 - B. If the Bid Form expressly indicates that submitting pricing on a specific alternate item is optional, and Bidder elects to not furnish pricing for such optional alternate item, then Bidder may enter the words “No Bid” or “Not Applicable”.
 - C. ***Other documents required with the bid submittal are listed in Article 2.02.B of the Contract for Construction of a Small Contract.***

- 13.02 A Bid by a corporation shall be executed in the corporate name by a corporate officer (whose title must appear under the signature), accompanied by evidence of authority to sign. The corporate address and state of incorporation shall be shown. ***The corporate seal shall be affixed and attested by the secretary or an assistant secretary.***
- 13.03 A Bid by a limited liability company shall be executed in the name of the firm by a member or other authorized person and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm shall be shown.
- 13.04 A Bid by an individual shall show the Bidder's name and official address.
- 13.05 A Bid by a joint venture shall be executed by an authorized representative of each joint venture in the manner indicated on the Bid Form. The official address of the joint venture shall be shown.
- 13.06 All names shall be printed in ink below the signatures.
- 13.07 The Bid shall contain an acknowledgment of receipt of all Addenda, the numbers of which shall be filled in on the Bid Form ***in Section 2.02, Item 6.***
- 13.08 Postal and e-mail addresses and telephone number for communications regarding the Bid shall be shown.
- 13.09 The Bid shall contain evidence of Bidder's authority and qualification to do business in the state where the Project is located, or Bidder shall covenant in writing to obtain such authority and qualification prior to award of the Contract and attach such covenant to the Bid. Bidder's state contractor license number, if any, shall also be shown on the Bid Form.

ARTICLE 14 – BASIS OF BID

14.01 Unit Price

- A. Bidders shall submit a Bid on a unit price basis for each item of Work listed in the unit price section of the Bid Form.
- B. The "Bid Price" (sometimes referred to as the extended price) for each unit price Bid item will be the product of the "Estimated Quantity" (which Owner or its representative has set forth in the Bid Form) for the item and the corresponding "Bid Unit Price" offered by the Bidder. The total of all unit price Bid items will be the sum of these "Bid Prices"; such total will be used by Owner for Bid comparison purposes. The final quantities and Contract Price will be determined ~~in accordance with Paragraph 13.03 of the General Conditions~~ ***by the actual quantities and classifications of Unit Price Work performed by the Contractor and approved by the Engineer.***
- C. Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

14.02 Allowances

- A. For cash allowances the Bid price shall include such amounts as the Bidder deems proper for Contractor's overhead, costs, profit, and other expenses on account of cash allowances, if any, named in the Contract Documents, in accordance with Paragraph 13.02.B of the General Conditions.

ARTICLE 15 – SUBMITTAL OF BID

- 15.01 ~~*Execute and submit the Contract for Construction of a Small Project and documents listed in Article 2.02.B of the same document. No Bid Security is required.*~~ ~~With each copy of the Bidding Documents, a Bidder is furnished one separate unbound copy of the Bid Form, and, if required, the Bid Bond Form. The unbound copy of the Bid Form is to be completed and submitted with the Bid security and the other documents required to be submitted under the terms of Article 7 of the Bid Form.~~
- 15.02 A Bid shall be received no later than the date and time prescribed and at the place indicated in the advertisement or invitation to bid and shall be enclosed in a plainly marked package with the Project title (and, if applicable, the designated portion of the Project for which the Bid is submitted), the name and address of Bidder, ~~and shall be accompanied by the Bid security~~ and other required documents. If a Bid is sent by mail or other delivery system, the sealed envelope containing the Bid shall be enclosed in a separate package plainly marked on the outside with the notation "BID ENCLOSED". A mailed Bid shall be addressed to ***the Issuing Office***.
- 15.03 Bids received after the date and time prescribed for the opening of bids, or not submitted at the correct location or in the designated manner, will not be accepted and will be returned to the Bidder unopened.

ARTICLE 16 – MODIFICATION AND WITHDRAWAL OF BID

- 16.01 A Bid may be withdrawn by an appropriate document duly executed in the same manner that a Bid must be executed and delivered to the place where Bids are to be submitted prior to the date and time for the opening of Bids. Upon receipt of such notice, the unopened Bid will be returned to the Bidder.
- 16.02 If a Bidder wishes to modify its Bid prior to Bid opening, Bidder must withdraw its initial Bid in the manner specified in Paragraph 16.01 and submit a new Bid prior to the date and time for the opening of Bids.
- 16.03 If within 24 hours after Bids are opened any Bidder files a duly signed written notice with Owner and promptly thereafter demonstrates to the reasonable satisfaction of Owner that there was a material and substantial mistake in the preparation of its Bid, that Bidder may withdraw its Bid, and the Bid security will be returned. Thereafter, if the Work is rebid, that Bidder will be disqualified from further bidding on the Work.

ARTICLE 17 – OPENING OF BIDS

- 17.01 Bids will be opened at the time and place indicated in the advertisement or invitation to bid and, unless obviously non-responsive, read aloud publicly. An abstract of the amounts of the base Bids and major alternates, if any, will be made available to Bidders after the opening of Bids.

ARTICLE 18 – BIDS TO REMAIN SUBJECT TO ACCEPTANCE

- 18.01 All Bids will remain subject to acceptance for ***60 days*** ~~the period of time stated in the Bid Form~~, but Owner may, in its sole discretion, release any Bid and return the Bid security prior to the end of this period.

ARTICLE 19 – EVALUATION OF BIDS AND AWARD OF CONTRACT

- 19.01 Owner reserves the right to reject any or all Bids, including without limitation, **conforming or** nonconforming, **responsive or** nonresponsive, **balanced or** unbalanced, **and/or** conditional **or unconditional** Bids. Owner will reject, **in its sole discretion**, the Bid of any Bidder that Owner finds, after reasonable inquiry and evaluation, to not be ~~responsible~~ **responsive**. If Bidder purports to add terms or conditions to its Bid, takes exception to any provision of the Bidding Documents, or attempts to alter the contents of the Contract Documents for purposes of the Bid, then the Owner will reject the Bid as nonresponsive; provided that Owner also reserves the right to waive all minor informalities not involving price, time, or changes in the Work.
- 19.02 If Owner awards the contract for the Work, such award shall be to the responsible Bidder submitting the lowest responsive Bid.
- 19.03 Evaluation of Bids
- A. In evaluating Bids, Owner will consider whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices, and other data, as may be requested in the Bid Form or prior to the Notice of Award.
 - B. For the determination of the apparent low Bidder when unit price bids are submitted, Bids will be compared on the basis of the total of the products of the estimated quantity of each item and unit price Bid for that item, together with any lump sum items.
- 19.04 In evaluating whether a Bidder is responsible, Owner will consider the qualifications of the Bidder. Owner may conduct such investigations as Owner deems necessary to establish the responsibility, qualifications, and financial ability of Bidders.
- 19.05 Owner may conduct such investigations as Owner deems necessary to establish the responsibility, qualifications, and financial ability of Bidders ~~and any proposed Subcontractors or Suppliers~~.
- 19.06 ***The Owner reserves the right to reject any Bid in which the prices appear, in the judgment of the Engineer, to constitute an unbalanced Bid for the Work. Unbalanced prices shall be interpreted to mean that the unit price for any item is such that it is unreasonable for that item when considered in connection with the Bid submitted on any other item or items.***
- 19.07 ***The lowest responsible responsive Bid will be determined by the Owner on the basis of the gross sum for which the entire Work will be performed, arrived at by a correct computation of all of the items specified in the Bid therefore at the prices stated in the Bid. Where the Bid form does not provide for deductive alternates, the gross sum will be the Bid Price for the Total of All Bid Items. Where the Bid form provides for a base Bid and deductive alternates, said gross sum will be arrived at as follows:***
- A. ***If at the time the Contract is to be awarded, the lowest base Bid submitted by a responsible, responsive Bidder does not exceed the amount of funds then established by the Owner as available to finance the Contract, the Contract will be awarded on the base Bid only. If such Bid exceeds such amount, the Owner may reject all Bids or may award the Contract on the base Bid combined with such deductive alternates applied as the Owner deems necessary so as to produce a net amount that is within the available allocated funds for the Project. Alternates shall be deducted in numerical order, starting with Alternate No. 1 and proceeding to the highest numbered Alternate necessary to produce the required net amount.***

- 19.08 ***Before award is made to a Bidder not a resident of the State in which the Project is located, such Bidder shall designate in said State a person on who service of process can be made in the event of litigation.***

ARTICLE 20 – BONDS AND INSURANCE

- 20.01 Article 6 of the ***Contract for Construction of Small Projects*** ~~General Conditions, as may be modified by the Supplementary Conditions,~~ sets forth Owner's requirements as to performance and payment bonds and insurance. When the Successful Bidder delivers the Agreement (executed by Successful Bidder) to Owner, it shall be accompanied by required bonds and insurance documentation.

ARTICLE 21 – SIGNING OF AGREEMENT

- 21.01 When Owner issues a Notice of Award to the Successful Bidder, ~~it shall be accompanied by the unexecuted counterparts of the Agreement along with the other Contract Documents as identified in the Agreement.~~ Within 15 days thereafter, Successful Bidder shall execute and deliver the required ~~number of counterparts of the Agreement (and any bonds and insurance documentation required to be delivered by the Contract Documents)~~ to Owner. Within ten days thereafter, Owner shall deliver one fully executed counterpart of the Agreement to Successful Bidder, ~~together with printed and electronic copies of the Contract Documents as stated in Paragraph 2.02 of the General Conditions.~~

ARTICLE 22 – SALES AND USE TAXES

- 22.01 Owner is exempt from ***State of Connecticut*** state sales and use taxes on materials and equipment to be incorporated in the Work. ~~(Exemption No. [])~~. Said taxes shall not be included in the Bid. Refer to Paragraph ***7.07.D of the Contract for Construction of Small Projects*** ~~SC 7.09 of the Supplementary Conditions~~ for additional information.

ARTICLE 23 – NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY

- 23.01 ***The Contract Documents provide that the Contractor and his Subcontractors shall not discriminate against any employee or applicant for employment because of race, creed, color, national origin, age, sex, sexual orientation, marital status or physical disability. The successful Bidder must be prepared to comply in all respects with the provisions regarding non-discrimination as set forth in the Contract Documents and all applicable Federal and State laws.***

ARTICLE 24 – COMPLIANCE WITH ALL LAWS, ORDINANCES, RULES, REGULATIONS, AND CODES

- 24.01 ***All applicable Federal, State and Municipal laws, ordinances, rules, regulations and codes of all authorities having jurisdiction over construction work in the locality of the Project shall apply to the Contract throughout and they are deemed to be included in the Contract Documents the same as though written therein.***
- 24.02 ***Attention is directed to laws and regulations of the State Labor Department with respect to employment conditions and minimum wages.***

ARTICLE 25 – COMMISSION ON HUMAN RIGHTS AND OPPORTUNITIES

- 25.01 The contractor who is selected to perform this State project must comply with CONN. GEN. STAT. §§ 4a-60, 4a-60g, and 46a-68b through 46a-68f.

This contract is subject to state contract compliance requirements, including nondiscrimination statutes and spending allocation goals. There is \$250,000 in state-funding for this project. State law requires project-specific goals be set for this project based on the project's needs and available Small Business Enterprises ("SBEs") and Minority Business Enterprises ("MBEs"). The SBE goal for this project is 9.26%. The MBE goal for this project is 5.56%. The selected contractor must demonstrate good faith effort to meet the spending allocation goals.

CONTRACT FOR CONSTRUCTION OF A SMALL PROJECT

This Contract is by and between Town of Bolton, Connecticut (Owner) and
_____ (Contractor).

Owner and Contractor hereby agree as follows:

ARTICLE 1 - THE WORK

1.01 Work

- A. Work includes all labor, materials, equipment, services, and documentation necessary to construct the Project defined herein. The Work may include related services such as testing, start-up, and commissioning, all as required by the Contract Documents.
- B. The Contractor shall complete all Work as specified or indicated in the Contract Documents. The Project is generally described as follows:
 - 1. **Filling and re-grading of the town green along with relocation of an existing gazebo.**
 - 2. The Site of the Work includes property, and designated work areas described in greater detail in the Contract Documents but generally located at the **Town Green along Bolton Center Road and Old Bolton Road.**

ARTICLE 2 - CONTRACT DOCUMENTS

2.01 Intent of Contract Documents

- A. It is the intent of the Contract Documents to describe a functionally complete project. The Contract Documents do not indicate or describe all of the Work required to complete the Project. Additional details required for the correct installation of selected products are to be provided by the Contractor and coordinated with the Owner and Engineer. This Contract supersedes prior negotiations, representations, and agreements, whether written or oral. The Contract Documents are complementary; what is required by one part of the Contract Documents is as binding as if required by other parts of the Contract Documents.
- B. During the performance of the Work and until final payment, Contractor and Owner shall submit all matters in question concerning the requirements of the Contract Documents, or relating to the acceptability of the Work under the Contract Documents to the Engineer. Engineer will be the initial interpreter of the requirements of the Contract Documents, and judge of the acceptability of the Work thereunder.
- C. Engineer will render a written clarification, interpretation, or decision on the issue submitted, or initiate a modification to the Contract Documents.
- D. Contractor, and its subcontractors and suppliers, shall not have or acquire any title to or ownership rights to any of the Drawings, Specifications, or other documents (including copies or electronic media editions) prepared by Engineer or its consultants.

2.02 Contract Documents Defined

A. The Contract Documents consist of the following documents:

1. This Contract.
2. Performance bond.
3. Payment bond.
4. Specifications listed in the Table of Contents.
5. Addenda.

Addendum No.

Addendum Date

6. Exhibits to this Contract (enumerated as follows):

- a. ~~Exhibit 1 – CTDOT Standard Drawings.~~ Contract Drawings titled “Lori Road Drainage Repairs”.

7. The following documents are to be submitted with and made a condition of this Bid:

a. Non-Collusion Affidavit.

8. The following which may be delivered or issued on or after the Effective Date of the Contract:

- a. Notice of Award Form.
- b. Notice to Proceed.
- c. Work Change Directives (EJCDC C-940).
- d. Change Orders (EJCDC C-941).
- e. Field Orders.
- f. Certificate of Substantial Completion.

ARTICLE 3 - ENGINEER

3.01 Engineer

A. The Engineer for this Project is **Nathan L. Jacobson & Associates, Inc.**

ARTICLE 4 - CONTRACT TIMES

4.01 Contract Times

A. The Work will be substantially completed within 60 days after the Effective Date of the Contract. ~~and completed and ready for final payment within [Number of Days] days after the Effective Date of the Contract.~~

4.02 Liquidated Damages

- A. Contractor and Owner recognize that time is of the essence in the performance of the Contract Work according to the requirements of Paragraph 4.01. Because such damages for delay would be difficult and costly to determine, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner \$500 for each day that expires after the Contract Time for substantial completion.

4.03 Delays in Contractor's Progress

- A. If Owner, Engineer, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor may ~~shall~~ be entitled to an equitable adjustment in the Contract Times and Contract Price. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.
- B. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delay, disruption, or interference caused by or within the control of Contractor or their subcontractors or suppliers.
- C. If Contractor's performance or progress is delayed, disrupted, or interfered with by unanticipated causes not the fault of and beyond the control of Owner, Contractor, and those for which they are responsible, then Contractor may ~~shall~~ be entitled to an equitable adjustment in Contract Times.
- D. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for any delay, disruption, or interference if such delay is concurrent with a delay, disruption, or interference caused by or within the control of Contractor or Contractor's subcontractors or suppliers.

4.04 Progress Schedules

- A. Contractor shall develop a progress schedule and submit to the Engineer for review and comment before starting Work on the Site. The Contractor shall modify the schedule in accordance with the comments provided by the Engineer.
- B. The Contractor shall update and submit the progress schedule to the Engineer each month. The Owner may withhold payment if the Contractor fails to submit the schedule.

ARTICLE 5 - CONTRACT PRICE

5.01 Payment

- A. Owner shall pay Contractor in accordance with the Contract Documents at the following unit prices for each unit of Work completed:

Item No.	Description	Unit	Estimated Quantity	Unit Price	Extended Price
1	All WORK included in the Contract Documents for Town Green Improvements except for WORK included under Items 2 through 6	L.S.	1		
2	Additional Processed Aggregate Base As Ordered By Engineer (A.O.B.E.)	C.Y.	30		
3	Additional Polymer Blended Stone Dust As Ordered By Engineer (A.O.B.E.)	C.Y.	10		
4	Additional 3/4" Crushed Stone As Ordered By Engineer (A.O.B.E.)	C.Y.	20		
5	Additional Geotextile As Ordered By Engineer (A.O.B.E.)	S.Y.	60		
6	Additional Concrete Sidewalk (HMA) Pavement (A.O.B.E.)	S.F.	120		
Total of all extended prices for Estimated Quantities of Work					\$

Final payment will be made in an amount equal to the total of all extended prices for actual Work completed. The extended price is determined by multiplying the unit price times the actual quantity of that Work item completed. Actual quantities installed will be determined by the Engineer.

Bidder acknowledges that (1) each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and (2) estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

ARTICLE 6 - BONDS AND INSURANCE

6.01 Bonds

- A. Before starting Work, Contractor shall furnish a performance bond and a payment bond from surety companies that are duly licensed or authorized to issue bonds in the required amounts in the jurisdiction in which the Project is located. Each bond shall be in an amount equal to the Contract Price, as security for the faithful performance and payment of all of Contractor's

obligations under the Contract. These bonds shall remain in effect until the completion of the correction period specified in Paragraph 7.12 but, in any case, not less than one year after the date when final payment becomes due.

6.02 Insurance

A. Before starting Work, Contractor shall furnish evidence of insurance from companies that are duly licensed or authorized in the jurisdiction in which the Project is located with a minimum AM Best rating of A-VII or better. Contractor shall provide insurance in accordance with the following:

1. Contractor shall provide coverage for not less than the following amounts, or greater where required by Laws and Regulations:

a. Workers' Compensation:

State:	<u>Statutory</u>
Employer's Liability:	
Bodily Injury, each Accident	\$ <u>100,000</u>
Bodily Injury By Disease, each Employee	\$ <u>100,000</u>
Bodily Injury/Disease Aggregate	\$ <u>500,000</u>
Foreign Voluntary Worker Compensation	<u>Statutory</u>

b. Commercial General Liability:

General Aggregate	\$ <u>2,000,000</u>
Products - Completed Operations Aggregate	\$ <u>2,000,000</u>
Personal and Advertising Injury	\$ <u>1,000,000</u>
Each Occurrence (Bodily Injury and Property Damage)	\$ <u>1,000,000</u>

c. Automobile Liability herein:

Combined Single Limit of:	\$ <u>1,000,000</u>
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d. Excess or Umbrella Liability:

Per Occurrence	\$ <u>2,000,000</u>
General Aggregate	\$ <u>2,000,000</u>

e. Contractor's Pollution Liability:

Each Occurrence	\$ <u>1,000,000</u>
General Aggregate	\$ <u>1,000,000</u>

B. Additional Insureds:

Owner: Town of Bolton

Engineer: Nathan L. Jacobson & Associates, Inc.

- C. All insurance policies required to be purchased and maintained will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 10 days prior written notice has been given to the insured and additional insured.
- D. Automobile liability insurance provided by Contractor shall provide coverage against claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance, or use of any motor vehicle. The automobile liability policy shall be written on an occurrence basis.
- E. Contractor's commercial general liability policy shall be written on a 1996 or later ISO commercial general liability occurrence form and include the following coverages and endorsements:
 - 1. Products and completed operations coverage maintained for three years after final payment;
 - 2. Blanket contractual liability coverage to the extent permitted by law;
 - 3. Broad form property damage coverage; and
 - 4. Severability of interest; underground, explosion, and collapse coverage; personal injury coverage.
- F. The Contractor's commercial general liability and automobile liability, umbrella or excess, and pollution liability policies shall include and list Owner and Engineer and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each as additional insureds; and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby (including as applicable those arising from both ongoing and completed operations) on a non-contributory basis.
 - 1. Additional insured endorsements will include both ongoing operations and products and completed operations coverage through ISO Endorsements CG 20 10 10 01 and CG 20 37 10 01 (together). If Contractor demonstrates to Owner that the specified ISO endorsements are not commercially available, then Contractor may satisfy this requirement by providing equivalent endorsements.
 - 2. Contractor shall provide ISO Endorsement CG 20 32 07 04, "Additional Insured—Engineers, Architects or Surveyors Not Engaged by the Named Insured" or its equivalent for design professional additional insureds.
- G. Umbrella or excess liability insurance shall be written over the underlying employer's liability, commercial general liability, and automobile liability insurance. Subject to industry-standard exclusions, the coverage afforded shall be procured on a "follow the form" basis as to each of the underlying policies. Contractor may demonstrate to Owner that Contractor has met the combined limits of insurance (underlying policy plus applicable umbrella) specified for

employer's liability, commercial general liability, and automobile liability through the primary policies alone, or through combinations of the primary insurance policies and an umbrella or excess liability policy.

- H. The Contractor shall provide property insurance covering physical loss or damage during construction to structures, materials, fixtures, and equipment, including those materials, fixtures, or equipment in storage or transit.
- I. If Contractor has failed to obtain and maintain required insurance, Owner may exclude the Contractor from the Site, impose an appropriate set-off against payment, and exercise Owner's termination rights under Article 15.

ARTICLE 7 - CONTRACTOR'S RESPONSIBILITIES

7.01 Supervision and Superintendence

- A. Contractor shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be solely responsible for the means, methods, techniques, sequences, safety, and procedures of construction.
- B. Contractor shall assign a competent resident superintendent who is to be present at all times during the execution of the Work. This resident superintendent shall not be replaced without written notice to and approval by the Owner and Engineer except under extraordinary circumstances.
- C. Contractor shall at all times maintain good discipline and order at the Site.
- D. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours, Monday through Friday.

7.02 Other Work at the Site

- A. In addition to and apart from the Work of the Contractor, other work may occur at or adjacent to the Site. Contractor shall take reasonable and customary measures to avoid damaging, delaying, disrupting, or interfering with the work of Owner, any other contractor, or any utility owner performing other work at or adjacent to the Site.

7.03 Services, Materials, and Equipment

- A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start up, and completion of the Work, whether or not such items are specifically called for in the Contract Documents.
- B. All materials and equipment incorporated into the Work shall be new, of good quality and shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable supplier, except as otherwise may be provided in the Contract Documents.

7.04 Subcontractors and Suppliers

- A. Contractor may retain subcontractors and suppliers for the performance of parts of the Work. Such subcontractors and suppliers must be acceptable to Owner.

7.05 Quality Management

- A. Contractor is fully responsible for the managing quality to ensure Work is completed in accordance with the Contract Documents.

7.06 Licenses, Fees and Permits

- A. Contractor shall pay all license fees and royalties and assume all costs incident to performing the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others.
- B. Contractor shall obtain and pay for all construction permits and licenses unless otherwise provided in the Contract Documents.

7.07 Laws and Regulations; Taxes

- A. Contractor shall give all notices required by and shall comply with all local, state, and federal Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.
- B. Contractor shall bear all resulting costs and losses, and shall **defend**, indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages if Contractor performs any Work or takes any other action knowing or having reason to know that it is contrary to Laws or Regulations.
- C. Contractor shall pay all applicable sales, consumer, use, and other similar taxes Contractor is required to pay in accordance with Laws and Regulations.
- D. ***Owner is exempt from payment of sales and compensating use taxes of the State of Connecticut and of cities and counties thereof on all materials to be incorporated into the Work.***
 - 1. ***Owner will furnish the required certificates of tax exemption to Contractor for use in the purchase of supplies and materials to be incorporated into the Work.***
 - 2. ***Owner's exemption does not apply to construction tools, machinery, equipment, or other property purchased by or leased by Contractor, or to supplies or materials not incorporated into the Work.***
 - 3. ***The Contractor may be exempt from payment of Federal Transportation Taxes in accordance with the provisions of Revenue Ruling 55-162 which exempts a state or political subdivision thereof from the Federal Transportation Tax on construction materials consigned to construction projects. Therefore, the Contractor will be authorized to consign to the Owner in care of the Contractor any materials for shipment to the site which will be incorporated in the Work.***
 - 4. ***The Federal Transportation Tax exemption applies only to construction materials and does not cover any transportation tax on fuel, lubricants, spare parts, and items of***

construction equipment belonging to the Contractor which will not be incorporated in the Work. The Contractor shall pay all transportation costs and demurrage which may be incurred in connection with the furnishing of all materials to the Project.

- 5. The consignment authority as granted by the Owner is to the Contractor. Should the Contractor employ Subcontractors and others who furnish construction materials which are to be incorporated in the Work, it will be necessary for the Contractor to authorize the consignment of such materials to the Owner in care of the Contractor, for shipment to the site. The Contractor shall be held responsible for the extension of this consignment authority.***

7.08 Record Documents

- A. Contractor shall maintain one printed record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, written interpretations and clarifications, and approved shop drawings in a safe place at the Site. Contractor shall annotate them to show changes made during construction. Contractor shall deliver these record documents to Engineer upon completion of the Work.

7.09 Safety and Protection

- A. Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work.
- B. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:
1. All persons on the Site or who may be affected by the Work;
 2. All the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
 3. Other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, other work in progress, utilities, and underground facilities not designated for removal, relocation, or replacement in the course of construction.
- C. All damage, injury, or loss to any property caused, directly or indirectly, in whole or in part, by Contractor, or anyone for whose acts the Contractor may be liable, shall be remedied by Contractor at its expense (except damage or loss attributable to the fault of Contract Documents or to the acts or omissions of Owner or Engineer and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor).
- D. Contractor shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.
- E. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor shall act to prevent threatened damage, injury, or loss. Contractor shall give Engineer prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof. If Engineer determines that a change in the Contract Documents is required because of the action taken by Contractor in response to such an emergency, a Work Change Directive or Change Order will be issued.

EJCDC® C-522, Contract for Construction of a Small Project.

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7.10 Shop Drawings, Samples, and Other Submittals

- A. Contractor shall review and coordinate the shop drawing and samples with the requirements of the Work and the Contract Documents and shall verify all related field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information.
- B. Each submittal shall bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review of that submittal, and that Contractor approves the submittal.
- C. With each submittal, Contractor shall give Engineer specific written notice, in a communication separate from the submittal, of any variations that the shop drawing or sample may have from the requirements of the Contract Documents.
- D. Engineer will provide timely review of shop drawings and samples.
- E. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions or programs.
- F. Engineer's review and approval of a separate item does not indicate approval of the assembly in which the item functions.
- G. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of shop drawings and submit, as required, new samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous submittals.
- H. Shop drawings are not Contract Documents.

7.11 Warranties and Guarantees

- A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer and its officers, directors, members, partners, employees, agents, consultants, and subcontractors shall be entitled to rely on Contractor's warranty and guarantee.

7.12 Correction Period

- A. If within one year after the date of substantial completion, any Work is found to be defective, or if the repair of any damages to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas used by Contractor as permitted by Laws and Regulations, is found to be defective, then Contractor shall promptly and without cost to Owner, correct such defective Work.

7.13 Indemnification

- A. To the fullest extent permitted by Laws and Regulations, and in addition to any other obligations of Contractor under the Contract or otherwise, Contractor shall **defend**, indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage is attributable to bodily injury,

sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of Contractor, any subcontractor, any supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts they may be liable.

ARTICLE 8 - OWNER'S RESPONSIBILITIES

8.01 Owner's Responsibilities

- A. Except as otherwise provided in the Contract Documents, Owner shall issue all communications to Contractor through Engineer.
- B. Owner shall make payments to Contractor as provided in this Contract.
- C. Owner shall provide Site and easements required to construct the Project.
- D. If Owner intends to contract with others for the performance of other work at or adjacent to the Site, unless stated elsewhere in the Contract Documents, Owner shall have sole authority and responsibility for such coordination.
- E. The Owner shall be responsible for performing inspections and tests required by applicable codes.
- F. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.
- G. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Owner has been informed.
- H. Owner shall furnish copies of any applicable Owner safety programs to Contractor.

ARTICLE 9 - ENGINEER'S STATUS DURING CONSTRUCTION

9.01 Engineer's Status

- A. Engineer will be Owner's representative during construction. The duties and responsibilities and the limitations of authority of Engineer as Owner's representative during construction are set forth in this Contract.
- B. Neither Engineer's authority or responsibility under this Article 9 or under any other provision of the Contract, nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer, shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any subcontractor, any supplier, any other individual or entity, or to any surety for or employee or agent of any of them.
- C. Engineer will make visits to the Site at intervals appropriate to the various stages of construction. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work.

- D. Engineer has the authority to reject Work if Contractor fails to perform Work in accordance with the Contract Documents.
- E. Engineer will render decisions regarding the requirements of the Contract Documents, and judge the acceptability of the Work.
- F. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

ARTICLE 10 - CHANGES IN THE WORK

10.01 Authority to Change the Work

- A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work.

10.02 Change Orders

- A. Owner and Contractor shall execute appropriate Change Orders covering:
 - 1. Changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive;
 - 2. Changes in the Work which are: (a) ordered by Owner or (b) agreed to by the parties or (c) resulting from the Engineer's decision, subject to the need for Engineer's recommendation if the change in the Work involves the design (as set forth in the Drawings, Specifications, or otherwise), or other engineering or technical matters; and
 - 3. Changes in the Contract Price or Contract Times or other changes which embody the substance of any final binding results under Article 12.
- B. If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times), the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

ARTICLE 11 - DIFFERING SUBSURFACE OR PHYSICAL CONDITIONS

11.01 Differing Conditions Process

- A. If Contractor believes that any subsurface or physical condition including but not limited to utilities or other underground facilities that are uncovered or revealed at the Site either differs materially from that shown or indicated in the Contract Documents or is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in Work of the character provided for in the Contract Documents then Contractor shall, ~~within ten days~~ ~~promptly~~ after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency), notify Owner and Engineer in writing about such

condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except with respect to an emergency) until receipt of a written statement permitting Contractor to do so. **Failure to comply with the notice requirement shall be deemed a waiver of any claim hereunder.**

- B. After receipt of written notice, Engineer will promptly:
 - 1. Review the subsurface or physical condition in question;
 - 2. Determine necessity for Owner obtaining additional exploration or tests with respect to the condition;
 - 3. Determine whether the condition falls within the differing site condition as stated herein;
 - 4. Obtain any pertinent cost or schedule information from Contractor;
 - 5. Prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the subsurface or physical condition in question and the need for any change in the Drawings or Specifications; and
 - 6. Advise Owner in writing of Engineer's findings, conclusions, and recommendations.
- C. After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor regarding the subsurface or physical condition in question, addressing the resumption of Work in connection with such condition, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations, in whole or in part.

ARTICLE 12 - CLAIMS AND DISPUTE RESOLUTION

12.01 Claims Process

- A. The party submitting a claim shall deliver it directly to the other party to the Contract and the Engineer promptly (but in no event later than 10 days) after the start of the event giving rise thereto.
- B. The party receiving a claim shall review it thoroughly, giving full consideration to its merits. The two parties shall seek to resolve the claim through the exchange of information and direct negotiations. All actions taken on a claim shall be stated in writing and submitted to the other party.
- C. If efforts to resolve a claim are not successful, the party receiving the claim may deny it by giving written notice of denial to the other party. If the receiving party does not take action on the claim within 45 days, the claim is deemed denied.
- D. If the dispute is not resolved to the satisfaction of the parties, Owner or Contractor shall **attempt to resolve the dispute by arbitration** ~~give written notice to the other party of the intent to submit the dispute to a court of competent jurisdiction~~ unless the Owner and Contractor both agree to an alternative dispute resolution process.

ARTICLE 13 - TESTS AND INSPECTIONS; CORRECTION OF DEFECTIVE WORK

13.01 Tests and Inspections

- A. Owner and Engineer will have access to the Site and the Work at reasonable times for their observation, inspection, and testing. Contractor shall provide them proper and safe conditions for such access.
- B. Contractor shall give Engineer timely notice of readiness of the Work for all required inspections and tests, and shall cooperate with inspection and testing personnel to facilitate required inspections and tests.
- C. If any Work that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by Engineer, uncover such Work for observation. Such uncovering shall be at Contractor's expense.

13.02 Defective Work

- A. Contractor shall ensure that the Work is not defective.
- B. Engineer has the authority to determine whether Work is defective, and to reject defective Work.
- C. Prompt notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor.
- D. The Contractor shall promptly correct all such defective Work.
- E. When correcting defective Work, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.
- F. If the Work is defective or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, then Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated.

ARTICLE 14 - PAYMENTS TO CONTRACTOR

14.01 Progress Payments

- A. The Contractor shall prepare a schedule of values that will serve as the basis for progress payments. The schedule of values will be in a form of application for payment acceptable to Engineer. The unit price breakdown submitted with the bid will be used for unit price work. Break lump sum items into units that will allow for measurement of Work in progress.

14.02 Applications for Payments:

- A. Contractor shall submit an application for payment in a form acceptable to the Engineer, no more frequently than monthly, to Engineer. Applications for payment will be prepared and signed by Contractor. Contractor shall provide supporting documentation required by the Contract Documents. Payment will be paid for Work completed as of the date of the application for payment.
- B. Beginning with the second application for payment, each application shall include an affidavit of Contractor stating that all previous progress payments received on account of the Work

have been applied on account to discharge Contractor's legitimate obligations associated with prior applications for payment.

14.03 Retainage

- A. The Owner shall retain 5% of each progress payment until the Work is substantially complete.

14.04 Review of Applications

- A. Within 10 days after receipt of each application for payment, the Engineer will either indicate in writing a recommendation for payment and present the application for payment to Owner or return the application for payment to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. The Contractor will make the necessary corrections and resubmit the application for payment.
- B. Engineer will recommend reductions in payment (set-offs) which, in the opinion of the Engineer, are necessary to protect Owner from loss because the Work is defective and requires correction or replacement.
- C. The Owner is entitled to impose set-offs against payment based on any claims that have been made against Owner on account of Contractor's conduct in the performance of the Work, incurred costs, losses, or damages on account of Contractor's conduct in the performance of the Work, or liquidated damages that have accrued as a result of Contractor's failure to complete the Work.

14.05 Contractor's Warranty of Title

- A. Contractor warrants and guarantees that title to all Work, materials, and equipment furnished under the Contract will pass to Owner free and clear of (1) all liens and other title defects, and (2) all patent, licensing, copyright, or royalty obligations, no later than seven days after the time of payment by Owner.

14.06 Substantial Completion

- A. The Contractor shall notify Owner and Engineer in writing that the Work is substantially complete and request the Engineer issue a certificate of substantial completion when Contractor considers the Work ready for its intended use. Contractor shall at the same time submit to Owner and Engineer an initial draft of punch list items to be completed or corrected before final payment.
- B. Engineer will make an inspection of the Work with the Owner and Contractor to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor and Owner in writing giving the reasons therefor.
- C. If Engineer considers the Work substantially complete or upon resolution of all reasons for non-issuance of a certificate identified in 14.06.B, Engineer will deliver to Owner a certificate of substantial completion which shall fix the date of substantial completion and include a punch list of items to be completed or corrected before final payment.

14.07 Final Inspection

- A. Upon written notice from Contractor that the entire Work is complete, Engineer will promptly make a final inspection with Owner and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the Work, or agreed portion

thereof, is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

14.08 Final Payment

- A. Contractor may make application for final payment after Contractor has satisfactorily completed all Work defined in the Contract, including providing all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, annotated record documents and other documents.
- B. The final application for payment shall be accompanied (except as previously delivered) by:
 - 1. All documentation called for in the Contract Documents;
 - 2. Consent of the surety to final payment;
 - 3. Satisfactory evidence that all title issues have been resolved such that title to all Work, materials, and equipment has passed to Owner free and clear of any liens or other title defects, or will so pass upon final payment;
 - 4. A list of all disputes that Contractor believes are unsettled; and
 - 5. Complete and legally effective releases or waivers (satisfactory to Owner) of all lien rights arising out of the Work, and of liens filed in connection with the Work.
- C. The Work is complete (subject to surviving obligations) when it is ready for final payment as established by the Engineer's written recommendation of final payment.

14.09 Waiver of Claims

- A. The making of final payment will not constitute a waiver by Owner of claims or rights against Contractor.
- B. The acceptance of final payment by Contractor will constitute a waiver by Contractor of all claims and rights against Owner other than those pending matters that have been duly submitted.

ARTICLE 15 - SUSPENSION OF WORK AND TERMINATION

15.01 Owner May Suspend Work

- A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 60 consecutive days by written notice to Contractor and Engineer. Such notice will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor ~~may shall~~ be entitled to an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension.

15.02 Owner May Terminate for Cause

- A. Contractor's failure to perform the Work in accordance with the Contract Documents or other failure to comply with a material term of the Contract Documents will constitute a default by Contractor and justify termination for cause.

- B. If Contractor defaults in its obligations, then after giving Contractor and any surety ten days written notice that Owner is considering a declaration that Contractor is in default and termination of the Contract, Owner may proceed to:
 - 1. Declare Contractor to be in default, and give Contractor and any surety notice that the Contract is terminated; and
 - 2. Enforce the rights available to Owner under any applicable performance bond.
- C. Owner may not proceed with termination of the Contract under Paragraph 15.02.B if Contractor within seven days of receipt of notice of intent to terminate begins to correct its failure to perform and proceeds diligently to cure such failure.
- D. Subject to the terms and operation of any applicable performance bond, if Owner has terminated the Contract for cause, Owner may exclude Contractor from the Site, take possession of the Work, incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere, and complete the Work as Owner may deem expedient.
- E. In the case of a termination for cause, if the cost to complete the Work, including related claims, costs, losses, and damages, exceeds the unpaid contract balance, Contractor shall pay the difference to Owner.

15.03 Owner May Terminate for Convenience

- A. Upon seven days written notice to Contractor, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for, without duplication of any items:
 - 1. Completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;
 - 2. Expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses; and
 - 3. Other reasonable expenses directly attributable to termination, including costs incurred to prepare a termination for convenience cost proposal.
- B. Contractor shall not be paid on account of loss of anticipated overhead, profits, or revenue, or other economic loss arising out of or resulting from such termination.

15.04 Contractor May Stop Work or Terminate

- A. If, through no act or fault of Contractor, (1) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (2) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon seven days written notice to Owner, and provided Owner does not remedy such suspension or failure within that time, either stop the Work until payment is received, or terminate the Contract and recover payment from the Owner.

ARTICLE 16 - CONTRACTOR'S REPRESENTATIONS

16.01 Contractor Representations

- A. Contractor makes the following representations when entering into this Contract:
1. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.
 2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 3. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
 4. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on:
 - a. The cost, progress, and performance of the Work;
 - b. The means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and
 - c. Contractor's safety precautions and programs.
 5. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
 6. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
 7. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
 8. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
 9. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that, without exception, all prices in the Contract are premised upon performing and furnishing the Work required by the Contract Documents.

ARTICLE 17 - MISCELLANEOUS

17.01 Cumulative Remedies

- A. The duties and obligations imposed by this Contract and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as

a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract. The provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

17.02 Limitation of Damages

- A. Neither Owner, Engineer, nor any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, shall be liable to Contractor for any claims, costs, losses, or damages sustained by Contractor on or in connection with any other project or anticipated project.

17.03 No Waiver

- A. A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Contract.

17.04 Survival of Obligations

- A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract, as well as all continuing obligations indicated in the Contract, will survive final payment, completion, and acceptance of the Work or termination or completion of the Contract or termination of the services of Contractor.

17.05 Contractor's Certifications

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract.

17.06 Controlling Law

- A. This Contract is to be governed by the law of the state in which the Project is located.

IN WITNESS WHEREOF, Owner and Contractor have signed this Contract.

This Contract will be effective on _____ (which is the Effective Date of the Contract).

OWNER:

CONTRACTOR:

Town of Bolton

By: _____

By: _____

Title: _____

Title: _____

(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: _____

Attest: _____

Title: _____

Title: _____

Address for giving notices:

Address for giving notices:

License No.: _____
(where applicable)

(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Contract.)

State of _____ }
 _____ } SS.
 County of _____ }

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NOTICE OF AWARD

Date of Issuance:

Owner: Town of Bolton

Owner's Contract No.:

Engineer: Nathan L. Jacobson & Associates, Inc.

Engineer's Project No.: 0963-0057

Project: Town Green Improvements

Contract Name: Same as Project

Bidder:

Bidder's Address:

TO BIDDER:

You are notified that Owner has accepted your Bid dated [] for the above Contract, and that you are the Successful Bidder and are awarded a Contract for:

[describe Work, alternates, or sections of Work awarded]

The Contract Price of the awarded Contract is: \$ [] *[note if subject to unit prices, or cost-plus].*

[] unexecuted counterparts of the Agreement accompany this Notice of Award, and one copy of the Contract Documents accompanies this Notice of Award, or has been transmitted or made available to Bidder electronically.
[revise if multiple copies accompany the Notice of Award]

☐ a set of the Drawings will be delivered separately from the other Contract Documents.

You must comply with the following conditions precedent within 15 days of the date of receipt of this Notice of Award:

1. Deliver to Owner [] counterparts of the Agreement, fully executed by Bidder.
2. Deliver with the executed Agreement(s) the Contract security *[e.g., performance and payment bonds]* and insurance documentation as specified in the Instructions to Bidders and General Conditions, Articles 2 and 6.
3. Other conditions precedent (if any):

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within ten days after you comply with the above conditions, Owner will return to you one fully executed counterpart of the Agreement, together with any additional copies of the Contract Documents as indicated in Paragraph 2.02 of the General Conditions.

Owner:

Authorized Signature

By:

Title:

Copy: Engineer

NOTICE TO PROCEED

Owner: Town of Bolton Owner's Contract No.:
Contractor: Contractor's Project No.:
Engineer: Nathan L. Jacobson & Associates, Inc. Engineer's Project No.: 0963-0057
Project: Town Green Improvements Contract Name: Same as Project
Effective Date of Contract:

TO CONTRACTOR:

Owner hereby notifies Contractor that the Contract Times under the above Contract will commence to run on _____.

On that date, Contractor shall start performing its obligations under the Contract Documents. No Work shall be done at the Site prior to such date. In accordance with the Agreement, the date of Substantial Completion is _____.

Before starting any Work at the Site, Contractor must comply with the following:

Owner: Town of Bolton

By: Authorized Signature

Title: Town Administrator
Date Issued:

Copy: Engineer

PERFORMANCE BOND

CONTRACTOR *(name and address):*

SURETY *(name and address of principal place of business):*

OWNER *(name and address):*

Town of Bolton, Connecticut
Bolton Town Hall
222 Bolton Center Road
Bolton, CT 06043

CONSTRUCTION CONTRACT

Effective Date of the Agreement:

Amount:

Description *(name and location):* Town Green Improvements, Bolton Center Road and Old Bolton Road,
Bolton, Connecticut

BOND

Bond Number:

Date *(not earlier than the Effective Date of the Agreement of the Construction Contract):*

Amount:

Modifications to this Bond Form: ☐ None ☐ See Paragraph 16

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL

SURETY

Contractor's Name and Corporate Seal

Surety's Name and Corporate Seal

By: _____
Signature

By: _____
Signature *(attach power of attorney)*

Print Name

Print Name

Title

Title

Attest: _____
Signature

Attest: _____
Signature

Title

Title

EJCDC® C-610, Performance Bond

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and American Society of Civil Engineers. All rights reserved.

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Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Paragraph 3.

3. If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after:

3.1 The Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor, and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Paragraph 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor, and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;

3.2 The Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and

3.3 The Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

4. Failure on the part of the Owner to comply with the notice requirement in Paragraph 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

5. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract,

arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owners concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:

5.4.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or

5.4.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

6. If the Surety does not proceed as provided in Paragraph 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Paragraph 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

7. If the Surety elects to act under Paragraph 5.1, 5.2, or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication for:

7.1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

7.2 additional legal, design professional, and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 5; and

7.3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

8. If the Surety elects to act under Paragraph 5.1, 5.3, or 5.4, the Surety's liability is limited to the amount of this Bond.

9. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced

or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors, and assigns.

10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.

11. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum periods of limitations available to sureties as a defense in the jurisdiction of the suit shall be applicable.

12. Notice to the Surety, the Owner, or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

14. Definitions

14.1 Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Construction

Contract after all proper adjustments have been made including allowance for the Contractor for any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

14.2 Construction Contract: The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

14.3 Contractor Default: Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

14.4 Owner Default: Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

14.5 Contract Documents: All the documents that comprise the agreement between the Owner and Contractor.

15. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

16. Modifications to this Bond are as follows:

PAYMENT BOND

CONTRACTOR *(name and address):*

SURETY *(name and address of principal place of business):*

OWNER *(name and address):*

Town of Bolton, Connecticut
Bolton Town Hall
222 Bolton Center Road
Bolton, CT 06043

CONSTRUCTION CONTRACT

Effective Date of the Agreement:

Amount:

Description: Town Green Improvements, Bolton Center Road and Old Bolton Road, Bolton, Connecticut

BOND

Bond Number:

Date *(not earlier than the Effective Date of the Agreement of the Construction Contract):*

Amount:

Modifications to this Bond Form: ☐ None ☐ See Paragraph 18

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL

SURETY

Contractor's Name and Corporate Seal

Surety's Name and Corporate Seal

By: _____
Signature

By: _____
Signature *(attach power of attorney)*

Print Name

Print Name

Title

Title

Attest: _____
Signature

Attest: _____
Signature

Title

Title

Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

- the Surety (at the address described in Paragraph 13).
1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner to pay for labor, materials, and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.
 2. If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies, and holds harmless the Owner from claims, demands, liens, or suits by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.
 3. If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 13) of claims, demands, liens, or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, and tendered defense of such claims, demands, liens, or suits to the Contractor and the Surety.
 4. When the Owner has satisfied the conditions in Paragraph 3, the Surety shall promptly and at the Surety's expense defend, indemnify, and hold harmless the Owner against a duly tendered claim, demand, lien, or suit.
 5. The Surety's obligations to a Claimant under this Bond shall arise after the following:
 - 5.1 Claimants who do not have a direct contract with the Contractor,
 - 5.1.1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
 - 5.1.2 have sent a Claim to the Surety (at the address described in Paragraph 13).
 - 5.2 Claimants who are employed by or have a direct contract with the Contractor have sent a Claim to
 6. If a notice of non-payment required by Paragraph 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Paragraph 5.1.1.
 7. When a Claimant has satisfied the conditions of Paragraph 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:
 - 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and
 - 7.2 Pay or arrange for payment of any undisputed amounts.
 - 7.3 The Surety's failure to discharge its obligations under Paragraph 7.1 or 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Paragraph 7.1 or 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.
 8. The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Paragraph 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.
 9. Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.
 10. The Surety shall not be liable to the Owner, Claimants, or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to or give notice on

behalf of Claimants, or otherwise have any obligations to Claimants under this Bond.

11. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
12. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Paragraph 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
13. Notice and Claims to the Surety, the Owner, or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.
14. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.
15. Upon requests by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

16. Definitions

16.1 **Claim:** A written statement by the Claimant including at a minimum:

1. The name of the Claimant;
2. The name of the person for whom the labor was done, or materials or equipment furnished;
3. A copy of the agreement or purchase order pursuant to which labor, materials, or equipment was furnished for use in the performance of the Construction Contract;
4. A brief description of the labor, materials, or equipment furnished;
5. The date on which the Claimant last performed labor or last furnished materials or

equipment for use in the performance of the Construction Contract;

6. The total amount earned by the Claimant for labor, materials, or equipment furnished as of the date of the Claim;
7. The total amount of previous payments received by the Claimant; and
8. The total amount due and unpaid to the Claimant for labor, materials, or equipment furnished as of the date of the Claim.

16.2 **Claimant:** An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms of "labor, materials, or equipment" that part of the water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.

16.3 **Construction Contract:** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

16.4 **Owner Default:** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

16.5 **Contract Documents:** All the documents that comprise the agreement between the Owner and Contractor.

17. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

18. Modifications to this Bond are as follows:

CERTIFICATE OF SUBSTANTIAL COMPLETION

Owner: Town of Bolton	Owner's Contract No.:
Contractor:	Contractor's Project No.:
Engineer: Nathan L. Jacobson & Associates, Inc.	Engineer's Project No.: 0963-0057
Project: Town Green Improvements	Contract Name: Same as project

This [preliminary] [final] Certificate of Substantial Completion applies to:

☐ All Work ☐ The following specified portions of the Work:

Date of Substantial Completion

The Work to which this Certificate applies has been inspected by authorized representatives of Owner, Contractor, and Engineer, and found to be substantially complete. The Date of Substantial Completion of the Work or portion thereof designated above is hereby established, subject to the provisions of the Contract pertaining to Substantial Completion. The date of Substantial Completion in the final Certificate of Substantial Completion marks the commencement of the contractual correction period and applicable warranties required by the Contract.

A punch list of items to be completed or corrected is attached to this Certificate. This list may not be all-inclusive, and the failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract.

The responsibilities between Owner and Contractor for security, operation, safety, maintenance, heat, utilities, insurance, and warranties upon Owner's use or occupancy of the Work shall be as provided in the Contract, except as amended as follows: *[Note: Amendments of contractual responsibilities recorded in this Certificate should be the product of mutual agreement of Owner and Contractor; see Paragraph 15.03.D of the General Conditions.]*

Amendments to Owner's responsibilities: ☐ None
☐ As follows

Amendments to Contractor's responsibilities: ☐ None
☐ As follows:

The following documents are attached to and made a part of this Certificate: *[punch list; others]*

This Certificate does not constitute an acceptance of Work not in accordance with the Contract Documents, nor is it a release of Contractor's obligation to complete the Work in accordance with the Contract.

EXECUTED BY ENGINEER:	RECEIVED:	RECEIVED:
By: _____ (Authorized signature)	By: _____ Owner (Authorized Signature)	By: _____ Contractor (Authorized Signature)
Title: _____	Title: _____	Title: _____
Date: _____	Date: _____	Date: _____

FUNDING AGENCY REQUIREMENTS

NON-DISCRIMINATION CONTRACT LANGUAGE

Pursuant to Connecticut General Statutes Section 4a-60 and except as provided in section 10a-151i of the General Statutes, every contract to which a state agency or political subdivision of the state, including a municipality or quasi-public agency, is a party to shall contain the following provisions:

(1) The contractor agrees and warrants that in the performance of the contract such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, sexual orientation, gender identity or expression, status as a veteran, status as a victim of domestic violence, status as a victim of sexual assault or status as a victim of trafficking in persons, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the state of Connecticut; and the contractor further agrees to take affirmative action to ensure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, sexual orientation, status as a veteran, status as a victim of domestic violence, status as a victim of sexual assault or status as a victim of trafficking in persons, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved;

(2) The contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the contractor, to state that it is an “affirmative action-equal opportunity employer” in accordance with regulations adopted by the Commission on Human Rights and Opportunities;

(3) The contractor agrees to provide each labor union or representative of workers with which such contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment;

(4) The contractor agrees to comply with each provision of this section and sections 46a-68e and 46a-68f and with each regulation or relevant order issued by said commission pursuant to sections 46a-56, 46a-68e, 46a-68f and 46a-86; and

(5) The contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the contractor as relate to the provisions of this section and section 46a-56.

Construction Contracts - Required Contract Provisions (State Funded Only Contracts)

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1. Specific Equal Employment Opportunity Responsibilities
2. Contract Wage Rates
3. Americans with Disabilities Act of 1990, as Amended
4. Connecticut Statutory Labor Requirements
 - a. Construction, Alteration or Repair of Public Works Projects; Wage Rates
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6. Executive Orders (State of CT)
7. Non-Discrimination Requirement and Certification (pursuant to section 4a-60 and 4a-60a of the Connecticut General Statutes, as revised)
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Index of Exhibits

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EXHIBIT B - Affirmative Action Policy Statement (page 26)
EXHIBIT C - Health Insurance Portability and Accountability Act of 1996 (HIPAA) (page 30)
EXHIBIT D - State Wage Rates and Other Related Information (page 38)

1. Specific Equal Employment Opportunity Responsibilities

The Contractor shall comply with the Specific Equal Employment Opportunity requirements, as applicable, attached at Exhibit A and hereby made part of this Contract.

2. Contract Wage Rates

The Contractor shall comply with:

The State wage rate requirements indicated in Exhibit D hereof are hereby made part of this Contract.

Prevailing Wages for Work on State Highways; Annual Adjustments. With respect to contracts for work on state highways and bridges on state highways, the Contractor shall comply with the provisions of Section 31-54 and 31-55a of the Connecticut General Statutes, as revised.

As required by section 1.05.12 (Payrolls) of the State of Connecticut, Department of Transportation's Standard Specification for Roads, Bridges and Incidental Construction (FORM 818), as may be revised, every Contractor or subcontractor performing project work on a federal aid project is required to post the relevant prevailing wage rates as determined by the United States Secretary of Labor. The wage rate determinations shall be posted in prominent and easily accessible places at the work site.

3. Americans with Disabilities Act of 1990, as Amended

This provision applies to those Contractors who are or will be responsible for compliance with the terms of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. 12101 et seq.), (Act), during the term of the Contract. The Contractor represents that it is familiar with the terms of this Act and that it is in compliance with the Act. Failure of the Contractor to satisfy this standard as the same applies to performance under this Contract, either now or during the term of the Contract as it may be amended, will render the Contract voidable at the option of the State upon notice to the contractor. The Contractor warrants that it will hold the State harmless and indemnify the State from any liability which may be imposed upon the State as a result of any failure of the Contractor to be in compliance with this Act, as the same applies to performance under this Contract.

4. Connecticut Statutory Labor Requirements

(a) Construction, Alteration or Repair of Public Works Projects; Wage Rates.

The Contractor shall comply with Section 31-53 of the Connecticut General Statutes, as revised. The wages paid on an hourly basis to any person performing the work of any mechanic, laborer or worker on the work herein contracted to be done and the amount of payment or contribution paid or payable on behalf of each such person to

any employee welfare fund, as defined in subsection (i) of section 31-53 of the Connecticut General Statutes, shall be at a rate equal to the rate customary or prevailing for the same work in the same trade or occupation in the town in which such public works project is being constructed. Any contractor who is not obligated by agreement to make payment or contribution on behalf of such persons to any such employee welfare fund shall pay to each mechanic, laborer or worker as part of such person's wages the amount of payment or contribution for such person's classification on each pay day.

(b) Debarment List. Limitation on Awarding Contracts. The Contractor shall comply with Section 31-53a of the Connecticut General Statutes, as revised.

(c) Construction Safety and Health Course. The Contractor shall comply with section 31-53b of the Connecticut General Statutes, as revised. The contractor shall furnish proof to the Labor Commissioner with the weekly certified payroll form for the first week each employee begins work on such project that any person performing the work of a mechanic, laborer or worker pursuant to the classifications of labor under section 31-53 of the Connecticut General Statutes, as revised, on such public works project, pursuant to such contract, has completed a course of at least ten hours in duration in construction safety and health approved by the federal Occupational Safety and Health Administration or, has completed a new miner training program approved by the Federal Mine Safety and Health Administration in accordance with 30 CFR 48 or, in the case of telecommunications employees, has completed at least ten hours of training in accordance with 29 CFR 1910.268.

Any employee required to complete a construction safety and health course as required that has not completed the course, shall have a maximum of fourteen (14) days to complete the course. If the employee has not been brought into compliance, they shall be removed from the project until such time as they have completed the required training.

Any costs associated with this notice shall be included in the general cost of the contract. In addition, there shall be no time granted to the contractor for compliance with this notice. The contractor's compliance with this notice and any associated regulations shall not be grounds for claims as outlined in Section 1.11 – "Claims".

(d) Awarding of Contracts to Occupational Safety and Health Law Violators Prohibited. The Contract is subject to Section 31-57b of the Connecticut General Statutes, as revised.

(e) Residents Preference in Work on Other Public Facilities. NOT APPLICABLE TO FEDERAL AID CONTRACTS. Pursuant to Section 31-52a of the Connecticut General Statutes, as revised, in the employment of mechanics, laborers or workmen to perform the work specified herein, preference shall be given to residents of the state who are, and continuously for at least six months prior to the date hereof have been, residents of this state, and if no such person is available, then to residents of other states.

5. Tax Liability - Contractor's Exempt Purchase Certificate (CERT – 141)

The Contractor shall comply with Chapter 219 of the Connecticut General Statutes pertaining to tangible personal property or services rendered that is/are subject to sales tax. The Contractor is responsible for determining its tax liability. If the Contractor purchases materials or supplies pursuant to the Connecticut Department of Revenue Services' "Contractor's Exempt Purchase Certificate (CERT-141)," as may be revised, the Contractor acknowledges and agrees that title to such materials and supplies installed or placed in the project will vest in the State simultaneously with passage of title from the retailers or vendors thereof, and the Contractor will have no property rights in the materials and supplies purchased.

Forms and instructions are available anytime by: Internet: Visit the DRS website at www.ct.gov/DRS to download and print Connecticut tax forms; or Telephone: Call 1-800-382-9463 (Connecticut calls outside the Greater Hartford calling area only) and select Option 2 or call 860-297-4753 (from anywhere).

6. Executive Orders and Other Enactments

- (a) All references in this Contract to any Federal, State, or local law, statute, public or special act, executive order, ordinance, regulation or code (collectively, "Enactments") shall mean Enactments that apply to the Contract at any time during its term, or that may be made applicable to the Contract during its term. This Contract shall always be read and interpreted in accordance with the latest applicable wording and requirements of the Enactments. Unless otherwise provided by Enactments, the Contractor is not relieved of its obligation to perform under this Contract if it chooses to contest the applicability of the Enactments or the Client Agency's authority to require compliance with the Enactments.
- (b) This Contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of this Contract as if they had been fully set forth in it.
- (c) This Contract may be subject to (1) Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services; and (2) Executive Order No. 61 of Governor Dannel P. Malloy promulgated December 13, 2017, concerning the Policy for the Management of State Information Technology Projects, as issued by the Office of Policy and Management, Policy ID IT-SDLC-17-04. If any of the Executive Orders referenced in this subsection is applicable, it is deemed to be incorporated into and made a part of this Contract as if fully set forth in it.

7. Non-Discrimination

- (a) For purposes of this Section, the following terms are defined as follows:

- i. "Commission" means the Commission on Human Rights and Opportunities;

- ii. "Contract" and "contract" include any extension or modification of the Contract or contract;
- iii. "Contractor" and "contractor" include any successors or assigns of the Contractor or contractor;
- iv. "Gender identity or expression" means a person's gender-related identity, appearance or behavior, whether or not that gender-related identity, appearance or behavior is different from that traditionally associated with the person's physiology or assigned sex at birth, which gender-related identity can be shown by providing evidence including, but not limited to, medical history, care or treatment of the gender-related identity, consistent and uniform assertion of the gender-related identity or any other evidence that the gender-related identity is sincerely held, part of a person's core identity or not being asserted for an improper purpose;
- v. "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations;
- vi. "good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements;
- vii. "marital status" means being single, married as recognized by the state of Connecticut, widowed, separated or divorced;
- viii. "mental disability" means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association's "Diagnostic and Statistical Manual of Mental Disorders", or a record of or regarding a person as having one or more such disorders;
- ix. "minority business enterprise" means any small contractor or supplier of materials fifty- one percent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise, and (3) who are members of a minority, as such term is defined in subsection (a) of Connecticut General Statutes § 32- 9n; and
- x. "public works contract" means any agreement between any individual, firm or corporation and the State or any political subdivision of the State other than a municipality for construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, or which is financed in whole or in part by the State, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees.

For purposes of this Section, the terms "Contract" and "contract" do not include a contract where each contractor is (1) a political subdivision of the state, including, but not limited to, a municipality, unless the contract is a municipal public works contract or quasi-public agency project contract, (2) any other state, including but not limited to any federally

recognized Indian tribal governments, as defined in C.G.S. § 1-267, (3) the federal government, (4) a foreign government, or (5) an agency of a subdivision, state or government described in the immediately preceding enumerated items (1), (2), (3), or (4).

- (b) (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, status as a veteran, status as a victim of domestic violence, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut; and the Contractor further agrees to take affirmative action to ensure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, status as a veteran, status as a victim of domestic violence, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by the Contractor that such disability prevents performance of the work involved;
- (2) the Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the Commission; (3) the Contractor agrees to provide each labor union or representative of workers with which the Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which the Contractor has a contract or understanding, a notice to be provided by the Commission, advising the labor union or workers' representative of the Contractor's commitments under this section and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the Contractor agrees to comply with each provision of this Section and Connecticut General Statutes §§ 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes §§ 46a-56, 46a-68e and 46a-68f; and (5) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as relate to the provisions of this Section and Connecticut General Statutes § 46a-56. If the contract is a public works contract, the Contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works projects.
- (c) Determination of the Contractor's good faith efforts shall include, but shall not be limited to, the following factors: The Contractor's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the Commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.
- (d) The Contractor shall develop and maintain adequate documentation, in a manner

prescribed by the Commission, of its good faith efforts.

- (e) The Contractor shall include the provisions of subsection (b) of this Section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General Statutes §46a-56; provided if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.
- (f) The Contractor agrees to comply with the regulations referred to in this Section as they exist on the date of this Contract and as they may be adopted or amended from time to time during the term of this Contract and any amendments thereto.
- (g) (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (2) the Contractor agrees to provide each labor union or representative of workers with which such Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which such Contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the Contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (3) the Contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes § 46a-56; and (4) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor which relate to the provisions of this Section and Connecticut General Statutes § 46a-56.
- (h) The Contractor shall include the provisions of the foregoing paragraph in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General Statutes § 46a-56; provided, if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the

Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

- (i) Pursuant to subsection (c) of section 4a-60 and subsection (b) of section 4a-60a of the Connecticut General Statutes, the Contractor, for itself and its authorized signatory of this Contract, affirms that it understands the obligations of this section and that it will maintain a policy for the duration of the Contract to assure that the Contract will be performed in compliance with the nondiscrimination requirements of such sections. The Contractor and its authorized signatory of this Contract demonstrate their understanding of this obligation by (A) having provided an affirmative response in the required online bid or response to a proposal question which asks if the contractor understands its obligations under such sections, (B) signing this Contract, or (C) initialing this nondiscrimination affirmation in the following box: ☐

8. Whistleblower Provision

The following clause is applicable if the Contract has a value of Five Million Dollars (\$5,000,000) or more.

Whistleblowing. This Contract may be subject to the provisions of Section 4-61dd of the Connecticut General Statutes. In accordance with this statute, if an officer, employee or appointing authority of the Contractor takes or threatens to take any personnel action against any employee of the Contractor in retaliation for such employee's disclosure of information to any employee of the contracting state or quasi-public agency or the Auditors of Public Accounts or the Attorney General under the provisions of subsection (a) of such statute, the Contractor shall be liable for a civil penalty of not more than five thousand dollars for each offense, up to a maximum of twenty per cent of the value of this Contract.

Each violation shall be a separate and distinct offense and in the case of a continuing violation, each calendar day's continuance of the violation shall be deemed to be a separate and distinct offense. The State may request that the Attorney General bring a civil action in the Superior Court for the Judicial District of Hartford to seek imposition and recovery of such civil penalty. In accordance with subsection (f) of such statute, each large state contractor, as defined in the statute, shall post a notice of the provisions of the statute relating to large state contractors in a conspicuous place which is readily available for viewing by the employees of the Contractor.

9. Connecticut Freedom of Information Act

- (a) **Disclosure of Records.** This Contract may be subject to the provisions of section 1-218 of the Connecticut General Statutes. In accordance with this statute, each contract in excess of two million five hundred thousand dollars between a public agency and a person for the performance of a governmental function shall (a) provide that the public agency is entitled to receive a copy of records and files related to the performance of the governmental function, and (b) indicate that such records and files are subject to FOIA and may be disclosed by the public agency pursuant to FOIA. No request to inspect or copy such records or files shall be valid unless the request is made to the public agency in accordance with FOIA. Any complaint by a person who is denied the right to inspect or copy such records or files shall be brought to the Freedom of Information Commission in accordance with the provisions of sections 1-205 and 1-206 of the Connecticut General

Statutes.

(b) Confidential Information. The State will afford due regard to the Contractor's request for the protection of proprietary or confidential information which the State receives from the Contractor. However, all materials associated with the Contract are subject to the terms of the FOIA and all corresponding rules, regulations and interpretations. In making such a request, the Contractor may not merely state generally that the materials are proprietary or confidential in nature and not, therefore, subject to release to third parties. Those particular sentences, paragraphs, pages or sections that the Contractor believes are exempt from disclosure under the FOIA must be specifically identified as such. Convincing explanation and rationale sufficient to justify each exemption consistent with the FOIA must accompany the request. The rationale and explanation must be stated in terms of the prospective harm to the competitive position of the Contractor that would result if the identified material were to be released and the reasons why the materials are legally exempt from release pursuant to the FOIA. To the extent that any other provision or part of the Contract conflicts or is in any way inconsistent with this section, this section controls and shall apply, and the conflicting provision or part shall not be given effect. If the Contractor indicates that certain documentation is submitted in confidence, by specifically and clearly marking the documentation as "CONFIDENTIAL," DOT will first review the Contractor's claim for consistency with the FOIA (that is, review that the documentation is actually a trade secret or commercial or financial information and not required by statute), and if determined to be consistent, will endeavor to keep such information confidential to the extent permitted by law. See, *e.g.*, Conn. Gen. Stat. §1-210(b)(5) (A-B). The State, however, has no obligation to initiate, prosecute or defend any legal proceeding or to seek a protective order or other similar relief to prevent disclosure of any information that is sought pursuant to a FOIA request. Should the State withhold such documentation from a Freedom of Information requester and a complaint be brought to the Freedom of Information Commission, the Contractor shall have the burden of cooperating with DOT in defense of that action and in terms of establishing the availability of any FOIA exemption in any proceeding where it is an issue. In no event shall the State have any liability for the disclosure of any documents or information in its possession which the State believes are required to be disclosed pursuant to the FOIA or other law.

10. Service of Process

The Contractor, if not a resident of the State of Connecticut, or, in the case of a partnership, the partners, if not residents, hereby appoints the Secretary of State of the State of Connecticut, and his successors in office, as agent for service of process for any action arising out of or as a result of this Contract; such appointment to be in effect throughout the life of this Contract and six (6) years thereafter.

11. Substitution of Securities for Retainages on State Contracts and Subcontracts

This Contract is subject to the provisions of Section 3-112a of the General Statutes of the State

of Connecticut, as revised.

12. Health Insurance Portability and Accountability Act of 1996 (HIPAA)

The Contractor shall comply, if applicable, with the Health Insurance Portability and Accountability Act of 1996 and, pursuant thereto, the provisions attached at Exhibit B, and hereby made part of this Contract.

13. Forum and Choice of Law

Forum and Choice of Law. The parties deem the Contract to have been made in the City of Hartford, State of Connecticut. Both parties agree that it is fair and reasonable for the validity and construction of the Contract to be, and it shall be, governed by the laws and court decisions of the State of Connecticut, without giving effect to its principles of conflicts of laws. To the extent that any immunities provided by Federal law or the laws of the State of Connecticut do not bar an action against the State, and to the extent that these courts are courts of competent jurisdiction, for the purpose of venue, the complaint shall be made returnable to the Judicial District of Hartford only or shall be brought in the United States District Court for the District of Connecticut only, and shall not be transferred to any other court, provided, however, that nothing here constitutes a waiver or compromise of the sovereign immunity of the State of Connecticut. The Contractor waives any objection which it may now have or will have to the laying of venue of any Claims in any forum and further irrevocably submits to such jurisdiction in any suit, action or proceeding.

14. Summary of State Ethics Laws

Pursuant to the requirements of section 1-101qq of the Connecticut General Statutes (a) the State has provided to the Contractor the summary of State ethics laws developed by the State Ethics Commission pursuant to section 1-81b of the Connecticut General Statutes, which summary is incorporated by reference into and made a part of this Contract as if the summary had been fully set forth in this Contract; (b) the Contractor represents that the chief executive officer or authorized signatory of the Contract and all key employees of such officer or signatory have read and understood the summary and agree to comply with the provisions of state ethics law; (c) prior to entering into a contract with any subcontractors or consultants, the Contractor shall provide the summary to all subcontractors and consultants and each such contract entered into with a subcontractor or consultant on or after July 1, 2021, shall include a representation that each subcontractor or consultant and the key employees of such subcontractor or consultant have read and understood the summary and agree to comply with the provisions of state ethics law; (d) failure to include such representations in such contracts with subcontractors or consultants shall be cause for termination of the Contract; and (e) each contract with such contractor, subcontractor or consultant shall incorporate such summary by reference as a part of the contract terms.

15. Audit and Inspection of Plants, Places of Business and Records

- (a) The State and its agents, including, but not limited to, the Connecticut Auditors of Public Accounts, Attorney General and State's Attorney and their respective agents, may, at reasonable hours, inspect and examine all of the parts of the Contractor's and

Contractor Parties' plants and places of business which, in any way, are related to, or involved in, the performance of this Contract. For the purposes of this Section, "Contractor Parties" means the Contractor's members, directors, officers, shareholders, partners, managers, principal officers, representatives, agents, servants, consultants, employees or any one of them or any other person or entity with whom the Contractor is in privity of oral or written contract and the Contractor intends for such other person or entity to Perform under the Contract in any capacity.

- (b) The Contractor shall maintain and shall require each of the Contractor Parties to maintain, accurate and complete Records. The Contractor shall make all of its and the Contractor Parties' Records available at all reasonable hours for audit and inspection by the State and its agents.
- (c) The State shall make all requests for any audit or inspection in writing and shall provide the Contractor with at least twenty-four (24) hours' notice prior to the requested audit and inspection date. If the State suspects fraud or other abuse, or in the event of an emergency, the State is not obligated to provide any prior notice.
- (d) The Contractor shall keep and preserve or cause to be kept and preserved all of its and Contractor Parties' Records until three (3) years after the latter of (i) final payment under this Agreement, or (ii) the expiration or earlier termination of this Agreement, as the same may be modified for any reason. The State may request an audit or inspection at any time during this period. If any Claim or audit is started before the expiration of this period, the Contractor shall retain or cause to be retained all Records until all Claims or audit findings have been resolved.
- (e) The Contractor shall cooperate fully with the State and its agents in connection with an audit or inspection. Following any audit or inspection, the State may conduct, and the Contractor shall cooperate with an exit conference.
- (f) The Contractor shall incorporate this entire Section verbatim into any contract or other agreement that it enters into with any Contractor Party.

16. Campaign Contribution Restriction

For all State contracts, defined in section 9-612 of the Connecticut General Statutes as having a value in a calendar year of \$50,000 or more, or a combination or series of such agreements or contracts having a value of \$100,000 or more, the authorized signatory to this Contract represents that they have received the State Elections Enforcement Commission's notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice.

17. Tangible Personal Property

- (a) The Contractor on its behalf and on behalf of its Affiliates, as defined below, shall comply with the provisions of Conn. Gen. Stat. §12-411b, as follows:
 - (1) For the term of the Contract, the Contractor and its Affiliates shall collect and remit to the State of Connecticut, Department of Revenue Services, any Connecticut use tax due under the provisions of Chapter 219 of the Connecticut General Statutes for items of tangible personal property sold by the Contractor or by any of its Affiliates in the same manner as if the Contractor and such Affiliates were engaged in the business of selling tangible personal property for use in Connecticut and had sufficient nexus under the provisions of Chapter 219 to be required to collect Connecticut use tax;
 - (2) A customer's payment of a use tax to the Contractor or its Affiliates relieves the customer of liability for the use tax;

- (3) The Contractor and its Affiliates shall remit all use taxes they collect from customers on or before the due date specified in the Contract, which may not be later than the last day of the month next succeeding the end of a calendar quarter or other tax collection period during which the tax was collected;
 - (4) The Contractor and its Affiliates are not liable for use tax billed by them but not paid to them by a customer; and
 - (5) Any Contractor or Affiliate who fails to remit use taxes collected on behalf of its customers by the due date specified in the Contract shall be subject to the interest and penalties provided for persons required to collect sales tax under chapter 219 of the general statutes.
- (b) For purposes of this section of the Contract, the word "Affiliate" means any person, as defined in section 12-1 of the general statutes, that controls, is controlled by, or is under common control with another person. A person controls another person if the person owns, directly or indirectly, more than ten per cent of the voting securities of the other person. The word "voting security" means a security that confers upon the holder the right to vote for the election of members of the board of directors or similar governing body of the business, or that is convertible into, or entitles the holder to receive, upon its exercise, a security that confers such a right to vote. "Voting security" includes a general partnership interest.
- (c) The Contractor represents and warrants that each of its Affiliates has vested in the Contractor plenary authority to so bind the Affiliates in any agreement with the State of Connecticut. The Contractor on its own behalf and on behalf of its Affiliates shall also provide, no later than 30 days after receiving a request by the State's contracting authority, such information as the State may require to ensure, in the State's sole determination, compliance with the provisions of Chapter 219 of the Connecticut General Statutes, including, but not limited to, §12-411b.

18. Bid Rigging and/or Fraud – Notice to Contractor

The Connecticut Department of Transportation is cooperating with the U.S. Department of Transportation and the Justice Department in their investigation into highway construction contract bid rigging and/or fraud.

A toll-free "HOT LINE" telephone number 800-424-9071 has been established to receive information from contractors, subcontractors, manufacturers, suppliers or anyone with knowledge of bid rigging and/or fraud, either past or current. The "HOT LINE" telephone number will be available during normal working hours (8:00 am – 5:00 pm EST). Information will be treated confidentially, and anonymity respected.

19. Consulting Agreement Representation

Pursuant to section 4a-81 of the Connecticut General Statutes, the person signing this Contract on behalf of the Contractor represents, to their best knowledge and belief and subject to the penalty of false statement as provided in section 53a-157b of the Connecticut General Statutes, that the Contractor has not entered into any consulting agreements in connection with this Contract, except for the agreements listed below or in an attachment to this Contract. "Consulting agreement" means any written or oral agreement to retain the services, for a fee, of a consultant for the purposes of (A) providing counsel to a contractor, vendor, consultant or other entity seeking to conduct, or conducting, business with the State, (B) contacting, whether in writing or orally, any executive, judicial, or administrative office

of the State, including any department, institution, bureau, board, commission, authority, official or employee for the purpose of solicitation, dispute resolution, introduction, requests for information, or (C) any other similar activity related to such contracts. "Consulting agreement" does not include any agreements entered into with a consultant who is registered under the provisions of chapter 10 of the Connecticut General Statutes as of the date such contract is executed in accordance with the provisions of section 4a-81 of the Connecticut General Statutes.

Consultant's Name and Title

Name of Firm (if applicable)

Start Date

End Date

Cost

The basic terms of the consulting agreement are: _____

Description of Services Provided:

Is the consultant a former State employee or former public official? ☐ YES ☐ NO

If YES: _____

Name of Former State Agency

Termination Date of Employment

20. Sovereign Immunity

The parties acknowledge and agree that nothing in the Solicitation or the Contract shall be construed as a modification, compromise or waiver by the State of any rights or defenses of any immunities provided by Federal law or the laws of the State of Connecticut to the State or any of its officers and employees, which they may have had, now have or will have with respect to all matters arising out of the Contract. To the extent that this section conflicts with any other section, this section shall govern.

21. Large State Contract Representation for Contractor

Pursuant to section 4-252 of the Connecticut General Statutes and Acting Governor Susan Bysiewicz Executive Order No. 21-2, promulgated July 1, 2021, the Contractor, for itself and on behalf of all of its principals or key personnel who submitted a bid or proposal, represents:

- (1) That no gifts were made by (A) the Contractor, (B) any principals and key personnel of the Contractor, who participate substantially in preparing bids, proposals or negotiating State contracts, or (C) any agent of the Contractor or

principals and key personnel, who participates substantially in preparing bids, proposals or negotiating State contracts, to (i) any public official or State employee of the State agency or quasi- public agency soliciting bids or proposals for State contracts, who participates substantially in the preparation of bid solicitations or requests for proposals for State contracts or the negotiation or award of State contracts, or (ii) any public official or State employee of any other State agency, who has supervisory or appointing authority over such State agency or quasi-public agency;

- (2) That no such principals and key personnel of the Contractor, or agent of the Contractor or of such principals and key personnel, knows of any action by the Contractor to circumvent such prohibition on gifts by providing for any other principals and key personnel, official, employee or agent of the Contractor to provide a gift to any such public official or State employee; and
- (3) That the Contractor is submitting bids or proposals without fraud or collusion with any person.

22. Large State Contract Representation for Official or Employee of State Agency

Pursuant to section 4-252 of the Connecticut General Statutes and Acting Governor Susan Bysiewicz Executive Order No. 21-2, promulgated July 1, 2021, the State agency official or employee represents that the selection of the person, firm or corporation was not the result of collusion, the giving of a gift or the promise of a gift, compensation, fraud or inappropriate influence from any person.

23. Iran Investment Energy Certification

(a) Pursuant to section 4-252a of the Connecticut General Statutes, the Contractor certifies that it has not made a direct investment of twenty million dollars or more in the energy sector of Iran on or after October 1, 2013, as described in Section 202 of the Comprehensive Iran Sanctions, Accountability and Divestment Act of 2010, and has not increased or renewed such investment on or after said date.

(b) If the Contractor makes a good faith effort to determine whether it has made an investment described in subsection (a) of this section, then the Contractor shall not be deemed to be in breach of the Contract or in violation of this section. A "good faith effort" for purposes of this subsection includes a determination that the Contractor is not on the list of persons who engage in certain investment activities in Iran created by the Department of General Services of the State of California pursuant to Division 2, Chapter 2.7 of the California Public Contract Code. Nothing in this subsection shall be construed to impair the ability of the State agency or quasi-public agency to pursue a breach of contract action for any violation of the provisions of the Contract.

24. Access to Contract and State Data

The Contractor shall provide to the Client Agency access to any data, as defined in Conn. Gen Stat. Sec. 4e-1, concerning the Contract and the Client Agency that are in the possession or control of the Contractor upon demand and shall provide the data to the Client Agency in a format prescribed by the Client Agency and the State Auditors of Public Accounts at no additional cost.

25. Affirmative Action Policy Statement

The Contractor shall comply with the Affirmative Action Policy Statement, as applicable, attached at Exhibit B and hereby made part of this Contract.

26. Compliance with Consumer Data Privacy and Online Monitoring

Pursuant to section 4e-72a of the Connecticut General Statutes, Contractor shall at all times comply with all applicable provisions of sections 42-515 to 42-525, inclusive, of the Connecticut General Statutes, as the same may be revised or modified.

EXHIBIT A

CONNECTICUT REQUIRED SPECIFIC EQUAL EMPLOYMENT OPPORTUNITY RESPONSIBILITIES October 2023

1. General:

a) Equal employment opportunity requirements not to discriminate and to take affirmative action to assure equal employment opportunity as required by Executive Order 11246, Executive Order 11375 are set forth in Required Contract Provisions (Form PR-1273 or 1316, as appropriate) and these Special Provisions which are imposed pursuant to Section 140 of Title 23 U.S.C., as established by Section 22 of the Federal-Aid Highway Act of 1968, 49 CFR

Part 21, 4a-60a and 46a-68c to 46a-68f of the Connecticut General Statutes. The requirements set forth in these Special Provisions shall constitute the specific affirmative action requirements for project activities under this contract and supplement the equal employment opportunity requirements set forth in the Required Contract Provisions.

b) "Company" refers to any entity doing business with the Connecticut Department of Transportation and includes but is not limited to the following:

- Contractors and Subcontractors
- Consultants and Subconsultants
- Suppliers of Materials and Vendors (where applicable)
- Municipalities (where applicable)
- Utilities (where applicable)

c) The Company will work with the Connecticut Department of Transportation (CTDOT) and the Federal Government in carrying out equal employment opportunity obligations and in their review of his/her activities under the contract.

d) The Company and all his/her subcontractors or subconsultants holding subcontracts not including material suppliers, of \$10,000 or more, will comply with the following minimum specific requirement activities of equal employment opportunity: (The equal employment opportunity requirements of Executive Order 11246, as set forth in volume 60, Chapter 4, Section 1, subsection 1 of the Federal-Aid Highway Program Manual, are applicable to material suppliers as well as contractors and subcontractors.) The company will include these requirements in every subcontract of \$10,000 or more with such modification of language as necessary to make them binding on the subcontractor or subconsultant.

e) CTDOT shall require each contractor with contracts of \$10,000 or more or who have fifty or more employees and are awarded a public works contract, to comply with all existing procedures of CTDOT's Contract Compliance Program.

2. Equal Employment Opportunity Policy:

a) Companies with contracts, agreements or purchase orders valued at \$10,000 or more or who have fifty or more employees are required to comply with the Affirmative Action contract requirements. By signing a contract with CTDOT the contractor's commits to complying with federal and state requirements to provide equal employment opportunity to all persons without regard to their race, color, religion, creed, sex, gender identity or expression, marital status, age, national origin, ancestry, status as a veteran, intellectual disability, mental disability, learning disability or physical disability, including but not limited to blindness, unless such disability prevents performance of the work involved and to promote the full realization of equal employment opportunity through a positive and continuous efforts.

3. Project Workforce Utilization Goals:

These goals are applicable to all construction projects performed in the covered area work (whether the project is federal or state funded). If the contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for the geographical area where the work is actually performed.

a. Appendix A establishes the goals for minority and female utilization in all crafts statewide on all State Funded construction projects.

b. Appendix B establishes the goals for minority and female utilization in all crafts statewide on Federally assisted or funded construction projects.

Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications which contain the applicable goals for minority and female participation.

The goals for minority and female participation are expressed in percentage terms for the contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

State Utilization Goals See Appendix A
Federal Utilization Goals See Appendix B

4. **Executive Order 11246**

The Contractor's compliance with Executive Order 11246 and 41-CFR Part 60-4 shall be based on its implementation of the specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(A) and its efforts to meet the goals established for the geographical area where the contract is to be performed. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from contractor to contractor or from project to project for the sole purpose of meeting the contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hour performed.

If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan.

Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or subcontractors toward a goal in an approved Plan does not excuse any covered Contractor's or subcontractor's failure to take good faith efforts to achieve the plan goals and timetables.

The Contractor shall implement the specific affirmative action standards provided in a through p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered Construction contractors performing construction work in geographical areas where they do not have a federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal

Register in notice form and such notices may be obtained from any Office of Federal Contract Compliance Programs (OFCCP) Office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant hereto.

In order for the nonworking training hours of apprentices and trainees to be counted in meeting the workforce utilization goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.

The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:

- a) Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites; and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
- b) Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.
- c) Maintain a current file of the names, addresses and telephone numbers of each minority and female off the street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason thereafter; along with whatever additional actions the Contractor may have taken.
- d) Provide immediate written notification to CTDOT when the Union or Unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or women sent by the Contractor, or when the Contractor has other

information that the Union referral process has impeded the Contractor's efforts to meet its obligations.

e) Develop on-the-job training opportunities and/or participate in training programs that which expressly target minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under b above.

f) Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations. Review at least annually, the company EEO Policy and affirmative action obligations with all employees having any responsibility for hiring, assignments, layoffs, terminations, or other employment decisions, prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

g) Disseminate the Contractor's EEO Policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and subcontractors with whom the Contractor does or anticipates doing business.

h) Direct its recruitment efforts, both oral and written, to minority female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the contractor shall send written notification to organizations such as the above, describing the openings, screening procedures and tests to be used in the selection process.

i) Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the project worksite and in other areas of the Contractor's workforce.

j) Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.

k) Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for opportunities through appropriate training opportunities.

l) Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.

m) Ensure that all facilities and company activities are nonsegregated except that separate or single user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

n) Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

o) Conduct a review at least annually of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations:

Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (a through p). The efforts of a contractor association, joint contractor union, contractor community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under a through p of these specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female work-force participation, makes a good faith effort to meet with individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.

A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of Executive Order 11246 if a particular group is employed in a substantially disparate manner, (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is under-utilized).

The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.

The Contractor shall not enter into any Subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.

The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps so as to achieve maximum results from its efforts to ensure eq

employment opportunity.

The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status, (e.g. mechanic, apprentice, trainee, helper, or laborer) dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

Nothing herein provided shall be construed as a limitation upon the application of their laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program). The Director of the Office of Federal Contract Compliance Programs, from time to time, shall issue goals and timetables for minority and female utilization which shall be based on appropriate work- force, demographic or other relevant data and which shall cover construction projects or construction contracts performed in specific geographical areas. The goals, which shall be applicable to each construction trade in a covered contractor's or timetables, shall be published as notices in the Federal Register, and shall be inserted by the Contracting officers and applicants, as applicable, in the Notice required by 41 CFR 60-4.2.

5. Subcontracting:

- a. The Company will use his/her best efforts to solicit bids from and to utilize minority group subcontractors or subcontractors with meaningful minority group and female representation among their employees. Companies shall obtain lists of minority-owned construction firms from the Office of Equity.
- b. The Company will use its best efforts to ensure subcontractor compliance with their equal employment opportunity obligations.

6. Records and Reports:

- a. The Company will keep such records as are necessary to determine compliance with equal employment opportunity obligations. The records kept by the Company will be designed to indicate:
 1. The number of minority and non-minority group members and women employed in each classification on the project.
 2. The progress and efforts being made in cooperation with unions to increase employment opportunities for minorities and women; (applicable only to contractors who rely in whole or in part on unions as a source of their work force),
 3. The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minority and female employees; and
 4. The progress and efforts being made in securing the services of minority group

subcontractors or subcontractors with meaningful minority and female representation among their employees.

5. Records of internal and external communication and outreach to document its affirmative efforts.

b. All such records must be retained for a period of three years following completion of the contract work and shall be available at reasonable times and places for inspection by authorized representatives of CTDOT and/or the United States Department of Transportation.

c. For Federal Highway Administration funded projects only:

The Company will submit an annual report to CTDOT each July or as otherwise directed, for the duration of the project, indicating the number of minorities, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form PR 1391. If on-the-job training is being required by "Training Special Provision", the Company will be required to furnish Form FHWA 1409 and 1415 as required by CTDOT.

STATE FUNDED PROJECTS (only)

APPENDIX A**(Labor Market Goals)****LABOR MARKET AREA GOAL****Minority****Female**

Bridgeport				22.7%
1.4%				
Ansonia	Beacon Falls	Bridgeport	Derby	
Easton	Fairfield	Milford	Monroe	
Oxford	Seymour	Shelton	Stratford	
Trumbull				
Danbury				10.7%
3.8%				
Bethel	Bridgewater	Brookfield	Danbury	
Kent	New Fairfield	New Milford	Newtown	
Redding	Ridgefield	Roxbury	Sherman	
Washington				
Danielson				4.3%
1.8%				
Brooklyn	Eastford	Hampton	Killingly	
Pomfret	Putnam	Scotland	Sterling	
Thompson	Voluntown	Union	Woodstock	
Hartford				13.7%
2.1%				
Andover	Ashford	Avon	Barkhamsted	
Belin	Bloomfield	Bolton	Bristol	
Burlington	Canton	Chaplin	Colchester	
Columbia	Coventry	Cromwell	Durham	
East Granby	East Haddam	East Hampton	East Hartford	
East Windsor	Ellington	Enfield	Farmington	
Glastonbury	Granby	Haddam	Hartford	
Harwinton	Hebron	Lebanon	Manchester	
Mansfield	Marlborough	Middlefield	Middletown	
Newington	Plainville	Plymouth	Portland	
Rocky Hill	Simsbury	Somers	South Windsor	
Southington	Stafford	Suffield	Tolland	
Vernon	West Hartford	Wethersfield	Willington	
Winchester	Windham	Windsor	Windsor Locks	
Lower River				4.3%
1.8%				
Chester	Deep River	Essex	Old Lyme	
Westbrook				

LABOR MARKET AREA GOAL
Female

Minority

New Haven				17.9%
3.1%				
Bethany	Branford	Cheshire	Clinton	
East Haven	Guilford	Hamden	Killingworth	
Madison	Meriden	New Haven	North Branford	
North Haven	Orange	Wallingford	West Haven	
Woodbridge				
New London				7.4%
3.1%				
Bozrah	Canterbury	East Lyme	Franklin	
Griswold	Groton	Ledyard	Lisbon	
Montville	New London	North Stonington	Norwich	
Old Lyme	Old Saybrook	Plainfield	Preston	
Salem	Sprague	Stonington	Waterford	
Hopkinton	RI – Westerly Rhode Island			
Stamford				33.2%
2.1%				
Darien	Greenwich	New Canaan	Norwalk	
Stamford	Weston	Westport	Wilton	
Torrington				4.3%
1.8%				
Canaan	Colebrook	Cornwall	Goshen	
Hartland	Kent	Litchfield	Morris	
Norfolk	North Canaan	Salisbury	Sharon	
Torrington	Warren			
Waterbury				12.4%
1.6%				
Bethlehem	Middlebury	Naugatuck	Prospect	
Southbury	Thomaston	Waterbury	Watertown	
Wolcott	Woodbury			

EXHIBIT B**AFFIRMATIVE ACTION POLICY STATEMENT (October 2023)**

It is the policy of this firm to assure that applicants are employed, and that employees are treated during employment, without regard to an individual's race, color, religion, creed, sex, gender identity or expression, marital status, national origin, age, ancestry, status as a veteran, intellectual disability, mental disability, learning disability or physical disability, including but not limited to blindness, unless such disability prevents performance of the work involved and to promote the full realization of equal employment opportunity through positive and continuous affirmative efforts. Such action shall include employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or terminations, rates of pay or other forms of compensation, selection for training/apprenticeship, pre-apprenticeship opportunities, and on-the-job training opportunities.

This firm will implement, monitor, enforce and achieve full compliance with this Affirmative Action Policy Statement in conjunction with the applicable Federal and State laws, regulations, executive orders, and contract provisions, including but not limited to those listed below:

Dissemination of Policy:

All members of the firm who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, this firm's Equal Employment Opportunity (EEO) policy and contractual responsibilities to provide EEO in each grade and classification of employment. These actions shall include:

1. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the firm's EEO policy and its implementation will be reviewed and explained. These meetings will be conducted by the EEO officer.
2. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.
3. All personnel who are engaged in direct recruitment for the firm will be instructed by the EEO Officer of the contractor's procedures for locating and hiring minority group employees.
4. Notices and posters setting forth the firm's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.
5. The firm's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.
6. Sexual Harassment Prevention Resources including training and remedies must be available to all employees. See Connecticut General Assembly Public Acts 19-16 and 19-93.

Recruitment:

When advertising for employees, the firm will include in all advertisements the notation; “An Affirmative Action/Equal Opportunity Employer.” All such advertisements will be placed in publications having a large circulation among minority groups in the area where the workforce would normally be derived.

1. The firm will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minority and female applicants. To meet this requirement, the firm will identify referral sources and establish procedures for recruitment to obtain the referral of minority and female applicants.
2. In the event the firm has a valid bargaining agreement providing for exclusive hiring referrals, he/she is expected to observe the provisions of that agreement to the extent that the system permits the contractor’s compliance with EEO contract provisions. (The United States Department of Labor has held that where implementation of such agreements has had the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Executive Order 11246, as amended.) The firm will encourage his/her present employees to refer minority group applicants for employment. Information and procedures with regard to referring minority group applicants will be discussed with employees.

Personnel Actions:

Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to an individual’s race, color, religion, creed, sex, gender identity or expression, marital status, national origin, age, ancestry, status as a veteran, intellectual disability, mental disability, learning disability or physical disability, including but not limited to blindness, unless such disability prevents performance of the work involved. The following procedures shall be followed:

1. The firm will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of personnel.
2. The firm will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take correction action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.
3. The firm shall periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.
4. The firm will promptly investigate all complaints of alleged discrimination made to the firm and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective actions shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of his avenues of appeal.

Training and Promotion:

The firm will assist in locating, qualifying, and increasing the skills of minorities and women. The firm will utilize the following tools to identify training and promotional opportunities in the firm:

1. The firm will advise employees and applicants for employment of available training programs and the entrance requirements.
2. The firm will periodically review the training and promotion of minority group and female employees and will encourage eligible employees to apply for such training and promotion.

Unions:

If the firm relies in whole or in part upon unions as a source of employees, the contractor will use his/her best efforts to obtain the cooperation of such unions to increase opportunities for minority groups and women within the unions, and to effect referrals by such unions of minority and female employees. Actions by the firm either directly or through a contractor's association acting as agent will include the procedures set forth below:

1. The firm will use best efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minority group members and women for membership in the unions and increasing the skills of minority group employees and women so that they may qualify for higher paying employment.
2. The firm will use best efforts to incorporate an EEO clause into each union agreement to the extent that such union will be contractually bound to refer applicants without regard to their to an individual's race, color, religion, creed, sex, gender identity or expression, marital status, national origin, age, ancestry, status as a veteran, intellectual disability, mental disability, learning disability or physical disability, including but not limited to blindness, unless such disability prevents performance of the work involved.
3. The firm is to obtain information as to the referral practices and policies of the labor union except that to the extent that such information is within the exclusive possession of the labor union and such labor union refuses to furnish the information to the contractor, the contractor shall notify the Connecticut Department of Transportation (CTDOT) of the efforts made to obtain the information.
4. In the event the union is unable to provide the firm with a reasonable flow of minority and women referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies. (The United States Department of Labor has held that it shall be no excuse that the union with which the contractor has a collective bargaining agreement providing for exclusive referral failed to refer minority employees.) In the event the union referral practice prevents the contractor from meeting the obligations under Executive Order 11246 as amended, and in compliance with 23 CFR Part 230, the firm will notify CTDOT.

Selection of Subcontractors:

The firm will not discriminate on the grounds race, color, religion, sex, sexual orientation, gender identity or expression, marital status, national origin, ancestry, age, intellectual

disability, learning disability, physical disability, including, but not limited to, blindness, or status as a veteran in the selection and retention of subcontractors, including procurement of materials and leases of equipment.

1. The firm shall use his/her best efforts to ensure subcontractor/subconsultant compliance with Federal and State Equal Opportunity (EO) and EEO requirements.

Records and Reports:

The Contractor shall keep records as necessary to document compliance with EO/EEO requirements. Such reports shall be retained for a period of three years following completion of the contract work and shall be available at reasonable times and places for inspection by authorized representatives of CTDOT and/or the United States Department of Transportation. The following records should be maintained:

6. The number of minority and non-minority group members and women employed in each work classification;
7. The progress and efforts being made in cooperation with unions, when applicable to increase the employment opportunities for minorities and women;
8. The documentation showing progress and efforts being made in locating, hiring, training, qualifying, and upgrading minority and female employees; and
9. Complaints of Discrimination.

In implementing this policy and ensuring that affirmative action is being provided, each time a hiring opportunity occurs this firm will contact and request referrals from minority and female organizations, referral sources, and media sources. All advertising will emphasize that the firm is “An Affirmative Action/Equal Opportunity Employer.”

In order to substantiate this firm’s efforts and affirmative actions to provide equal opportunity, the firm will maintain and submit, as requested, documentation such as referral request correspondence, copies of advertisements utilized and follow-up documentation to substantiate that efforts were made in good faith. This firm will maintain the necessary internal audit procedures and record keeping systems to report the firm’s affirmative action efforts.

It is understood by Owner/CEO/President of the firm and the firm’s Equal Employment Opportunity Officer and supervisory and managerial personnel that failure to effectively implement, monitor and enforce this firm’s affirmative action program and/or failure to adequately document and submit as required, the affirmative actions taken and efforts made to recruit and hire minority and female applicants in accordance with our affirmative action program in each instance of hire, will result in this firm being required to recommit itself to a modified and more stringent affirmative action program as a condition of approval. It is recognized that this policy is a contractual requirement and is a prerequisite for performing services for the contracting agency. This policy in addition to CTDOT’s EO/EEO contract provisions and requirements, shall constitute the CTDOT Affirmative Program requirements.

The ultimate responsibility for the full implementation of this firm’s Affirmative Action

Program rests with the Chief Executive Officer of this firm.

Rev. 4/24/2019

EXHIBIT C

Health Insurance Portability and Accountability Act of 1996 (“HIPAA”).

- (a) If the Contactor is a Business Associate under the requirements of the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), the Contractor must comply with all terms and conditions of this Section of the Contract. If the Contractor is not a Business Associate under HIPAA, this Section of the Contract does not apply to the Contractor for this Contract.
- (b) The Contractor is required to safeguard the use, publication and disclosure of information on all applicants for, and all clients who receive, services under the Contract in accordance with all applicable federal and state law regarding confidentiality, which includes but is not limited to HIPAA, more specifically with the Privacy and Security Rules at 45 C.F.R. Part 160 and Part 164, subparts A, C, and E; and
- (c) The State of Connecticut Agency named on page 1 of this Contract (hereinafter the “Department”) is a “covered entity” as that term is defined in 45 C.F.R. § 160.103; and
- (d) The Contractor, on behalf of the Department, performs functions that involve the use or disclosure of “individually identifiable health information,” as that term is defined in 45 C.F.R. § 160.103; and
- (e) The Contractor is a “business associate” of the Department, as that term is defined in 45 C.F.R. § 160.103; and
- (f) The Contractor and the Department agree to the following in order to secure compliance with the HIPAA, the requirements of Subtitle D of the Health Information Technology for Economic and Clinical Health Act (hereinafter the HITECH Act), (Pub. L. 111-5, sections 13400 to 13423), and more specifically with the Privacy and Security Rules at 45 C.F.R. Part 160 and Part 164, subparts A, C, and E.
- (g) Definitions
 - (1) “Breach shall have the same meaning as the term is defined in section 13400 of the HITECH Act (42 U.S.C. §17921(1))
 - (2) “Business Associate” shall mean the Contractor.
 - (3) “Covered Entity” shall mean the Department of the State of Connecticut named on page 1

of this Contract.

- (4) “Designated Record Set” shall have the same meaning as the term “designated record set” in 45 C.F.R. § 164.501.
 - (5) “Electronic Health Record” shall have the same meaning as the term is defined in section 13400 of the HITECH Act (42 U.S.C. §17921(5))
 - (6) “Individual” shall have the same meaning as the term “individual” in 45 C.F.R. § 160.103 and shall include a person who qualifies as a personal representative as defined in 45 C.F.R. § 164.502(g).
 - (7) “Privacy Rule” shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. part 160 and parts 164, subparts A and E.
 - (8) “Protected Health Information” or “PHI” shall have the same meaning as the term “protected health information” in 45 C.F.R. § 160.103, limited to information created or received by the Business Associate from or on behalf of the Covered Entity.
 - (9) “Required by Law” shall have the same meaning as the term “required by law” in 45 C.F.R. § 164.103.
 - (10) “Secretary” shall mean the Secretary of the Department of Health and Human Services or his designee.
 - (11) “More stringent” shall have the same meaning as the term “more stringent” in 45 C.F.R. § 160.202.
 - (12) “This Section of the Contract” refers to the HIPAA Provisions stated herein, in their entirety.
 - (13) “Security Incident” shall have the same meaning as the term “security incident” in 45 C.F.R. § 164.304.
 - (14) “Security Rule” shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. part 160 and parts 164, subpart A and C.
 - (15) “Unsecured protected health information” shall have the same meaning as the term as defined in section 13402(h)(1)(A) of HITECH. Act. (42 U.S.C. §17932(h)(1)(A)).
- (h) Obligations and Activities of Business Associates.
- (1) Business Associate agrees not to use or disclose PHI other than as permitted or required by this Section of the Contract or as Required by Law.

- (2) Business Associate agrees to use appropriate safeguards to prevent use or disclosure of PHI other than as provided for in this Section of the Contract.
- (3) Business Associate agrees to use administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of electronic protected health information that it creates, receives, maintains, or transmits on behalf of the Covered Entity.
- (4) Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to the Business Associate of a use or disclosure of PHI by Business Associate in violation of this Section of the Contract.
- (5) Business Associate agrees to report to Covered Entity any use or disclosure of PHI not provided for by this Section of the Contract or any security incident of which it becomes aware.
- (6) Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides PHI received from, or created or received by Business Associate, on behalf of the Covered Entity, agrees to the same restrictions and conditions that apply through this Section of the Contract to Business Associate with respect to such information.
- (7) Business Associate agrees to provide access, at the request of the Covered Entity, and in the time and manner agreed to by the parties, to PHI in a Designated Record Set, to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 C.F.R. § 164.524.
- (8) Business Associate agrees to make any amendments to PHI in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 C.F.R. § 164.526 at the request of the Covered Entity, and in the time and manner agreed to by the parties.
- (9) Business Associate agrees to make internal practices, books, and records, including policies and procedures and PHI, relating to the use and disclosure of PHI received from, or created or received by, Business Associate on behalf of Covered Entity, available to Covered Entity or to the Secretary in a time and manner agreed to by the parties or designated by the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the Privacy Rule.
- (10) Business Associate agrees to document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528 and section 13405 of the HITECH Act (42 U.S.C. § 17935) and any regulations promulgated thereunder.
- (11) Business Associate agrees to provide to Covered Entity, in a time and manner agreed to by the parties, information collected in accordance with clause h. (10) of this Section of the Contract, to permit Covered Entity to respond to a request by an Individual for an

accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528 and section 13405 of the HITECH Act (42 U.S.C. § 17935) and any regulations promulgated thereunder. Business Associate agrees at the Covered Entity's direction to provide an accounting of disclosures of PHI directly to an individual in accordance with 45 C.F.R. § 164.528 and section 13405 of the HITECH Act (42 U.S.C. § 17935) and any regulations promulgated thereunder.

- (12) Business Associate agrees to comply with any state or federal law that is more stringent than the Privacy Rule.
- (13) Business Associate agrees to comply with the requirements of the HITECH Act relating to privacy and security that are applicable to the Covered Entity and with the requirements of 45 C.F.R. sections 164.504(e), 164.308, 164.310, 164.312, and 164.316.
- (14) In the event that an individual requests that the Business Associate (a) restrict disclosures of PHI; (b) provide an accounting of disclosures of the individual's PHI; or (c) provide a copy of the individual's PHI in an electronic health record, the Business Associate agrees to notify the covered entity, in writing, within two business days of the request.
- (15) Business Associate agrees that it shall not, directly or indirectly, receive any remuneration in exchange for PHI of an individual without (1) the written approval of the covered entity, unless receipt of remuneration in exchange for PHI is expressly authorized by this Contract and (2) the valid authorization of the individual, except for the purposes provided under section 13405(d)(2) of the HITECH Act, (42 U.S.C. § 17935(d)(2)) and in any accompanying regulations
- (16) Obligations in the Event of a Breach
 - A. The Business Associate agrees that, following the discovery of a breach of unsecured protected health information, it shall notify the Covered Entity of such breach in accordance with the requirements of section 13402 of HITECH (42 U.S.C. 17932(b) and the provisions of this Section of the Contract.
 - B. Such notification shall be provided by the Business Associate to the Covered Entity without unreasonable delay, and in no case later than 30 days after the breach is discovered by the Business Associate, except as otherwise instructed in writing by a law enforcement official pursuant to section 13402 (g) of HITECH (42 U.S.C. 17932(g)). A breach is considered discovered as of the first day on which it is, or reasonably should have been, known to the Business Associate. The notification shall include the identification and last known address, phone number and email address of each individual (or the next of kin of the individual if the individual is deceased) whose unsecured protected health information has been or is reasonably believed by the Business Associate to have been, accessed, acquired, or disclosed during such breach.
 - C. The Business Associate agrees to include in the notification to the Covered Entity at

least the following information:

1. A brief description of what happened, including the date of the breach and the date of the discovery of the breach, if known.
2. A description of the types of unsecured protected health information that were involved in the breach (such as full name, Social Security number, date of birth, home address, account number, or disability code).
3. The steps the Business Associate recommends that individuals take to protect themselves from potential harm resulting from the breach.
4. A detailed description of what the Business Associate is doing to investigate the breach, to mitigate losses, and to protect against any further breaches.
5. Whether a law enforcement official has advised either verbally or in writing the Business Associate that he or she has determined that notification or notice to individuals or the posting required under section 13402 of the HITECH Act would impede a criminal investigation or cause damage to national security and; if so, include contact information for said official.

D. Business Associate agrees to provide appropriate staffing and have established procedures to ensure that individuals informed by the Covered Entity of a breach by the Business Associate have the opportunity to ask questions and contact the Business Associate for additional information regarding the breach. Such procedures shall include a toll-free telephone number, an e-mail address, a posting on its Web site and a postal address. Business Associate agrees to include in the notification of a breach by the Business Associate to the Covered Entity, a written description of the procedures that have been established to meet these requirements. Costs of such contact procedures will be borne by the Contractor.

E. Business Associate agrees that, in the event of a breach, it has the burden to demonstrate that it has complied with all notification's requirements set forth above, including evidence demonstrating the necessity of a delay in notification to the Covered Entity.

(i) Permitted Uses and Disclosure by Business Associate.

(1) General Use and Disclosure Provisions Except as otherwise limited in this Section of the Contract, Business Associate may use or disclose PHI to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in this Contract, provided that such use or disclosure would not violate the Privacy Rule if done by Covered Entity or the minimum necessary policies and procedures of the Covered Entity.

(2) Specific Use and Disclosure Provisions

- (A) Except as otherwise limited in this Section of the Contract, Business Associate may use PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate.
 - (B) Except as otherwise limited in this Section of the Contract, Business Associate may disclose PHI for the proper management and administration of Business Associate, provided that disclosures are Required by Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
 - (C) Except as otherwise limited in this Section of the Contract, Business Associate may use PHI to provide Data Aggregation services to Covered Entity as permitted by 45 C.F.R. § 164.504(e)(2)(i)(B).
- (j) Obligations of Covered Entity.
- (1) Covered Entity shall notify Business Associate of any limitations in its notice of privacy practices of Covered Entity, in accordance with 45 C.F.R. § 164.520, or to the extent that such limitation may affect Business Associate's use or disclosure of PHI.
 - (2) Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by Individual to use or disclose PHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI.
 - (3) Covered Entity shall notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 C.F.R. § 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.
- (k) Permissible Requests by Covered Entity. Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by the Covered Entity, except that Business Associate may use and disclose PHI for data aggregation, and management and administrative activities of Business Associate, as permitted under this Section of the Contract.
- (l) Term and Termination.
- (1) Term. The Term of this Section of the Contract shall be effective as of the date the Contract is effective and shall terminate when the information collected in accordance with clause h. (10) of this Section of the Contract is provided to the Covered Entity and all of the PHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy PHI, protections are extended to such

information, in accordance with the termination provisions in this Section. Termination for Cause Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall either:

- (A) Provide an opportunity for Business Associate to cure the breach or end the violation and terminate the Contract if Business Associate does not cure the breach or end the violation within the time specified by the Covered Entity; or
- (B) Immediately terminate the Contract if Business Associate has breached a material term of this Section of the Contract and cure is not possible; or
- (C) If neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

(2) Effect of Termination

- (A) Except as provided in (l)(2) of this Section of the Contract, upon termination of this Contract, for any reason, Business Associate shall return or destroy all PHI received from Covered Entity or created or received by Business Associate on behalf of Covered Entity. Business Associate shall also provide the information collected in accordance with clause h. (10) of this Section of the Contract to the Covered Entity within ten business days of the notice of termination. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the PHI.
- (B) In the event that Business Associate determines that returning or destroying the PHI is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Upon documentation by Business Associate that return or destruction of PHI is infeasible, Business Associate shall extend the protections of this Section of the Contract to such PHI and limit further uses and disclosures of PHI to those purposes that make return or destruction infeasible, for as long as Business Associate maintains such PHI. Infeasibility of the return or destruction of PHI includes, but is not limited to, requirements under state or federal law that the Business Associate maintains or preserves the PHI or copies thereof.

(m) Miscellaneous Provisions.

- (1) Regulatory References. A reference in this Section of the Contract to a section in the Privacy Rule means the section as in effect or as amended.
- (2) Amendment. The Parties agree to take such action as is necessary to amend this Section of the Contract from time to time as is necessary for Covered Entity to comply with requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191.

- (3) Survival. The respective rights and obligations of Business Associate shall survive the termination of this Contract. Effect on Contract. Except as specifically required to implement the purposes of this Section of the Contract, all other terms of the Contract shall remain in force and effect.
- (4) Construction. This Section of the Contract shall be construed as broadly as necessary to implement and comply with the Privacy Standard. Any ambiguity in this Section of the Contract shall be resolved in favor of a meaning that complies, and is consistent with, the Privacy Standard.
- (5) Disclaimer. Covered Entity makes no warranty or representation that compliance with this Section of the Contract will be adequate or satisfactory for Business Associate's own purposes. Covered Entity shall not be liable to Business Associate for any claim, civil or criminal penalty, loss or damage related to or arising from the unauthorized use or disclosure of PHI by Business Associate or any of its officers, directors, employees, contractors or agents, or any third party to whom Business Associate has disclosed PHI contrary to the provisions of this Contract or applicable law. Business Associate is solely responsible for all decisions made, and actions taken, by Business Associate regarding the safeguarding, use and disclosure of PHI within its possession, custody or control.
- (6) Indemnification. The Business Associate shall indemnify and hold the Covered Entity harmless from and against any and all claims, liabilities, judgments, fines, assessments, penalties, awards and any statutory damages that may be imposed or assessed pursuant to HIPAA, as amended or the HITECH Act, including, without limitation, attorney's fees, expert witness fees, costs of investigation, litigation or dispute resolution, and costs awarded thereunder, relating to or arising out of any violation by the Business Associate and its agents, including subcontractors, of any obligation of Business Associate and its agents, including subcontractors, under this section of the contract, under HIPAA, the HITECH Act, the Privacy Rule and the Security Rule.

EXHIBIT D

State Wages and Other Related Information

Please refer to the Department of Labor website for the latest updates, annual adjusted wage rate increases, certified payroll forms and applicable statutes.

<http://www.ctdol.state.ct.us/wgwkstnd/prevailwage.htm>

Prevailing Wage Law Poster Language

**THIS IS A PUBLIC WORKS PROJECT Covered by the
PREVAILING WAGE LAW CT General Statutes Section 31-53**

If you have QUESTIONS regarding your wages CALL (860) 263-6790

Section 31-55 of the CT State Statutes requires every contractor or

**subcontractor
performing work for the state to post in a prominent place the prevailing wages as
determined by the Labor Commissioner.**

Informational Bulletin

THE 10-HOUR OSHA CONSTRUCTION SAFETY AND HEALTH COURSE

(applicable to

public building contracts entered into on or after July 1, 2007, where the total cost of all work to be performed is at least \$100,000)

(1) This requirement was created by Public Act No. 06-175, which is codified in Section 31-53b of the Connecticut General Statutes (pertaining to the prevailing wage statutes);

(2) The course is required for public building construction contracts (projects funded in whole or in part by the state or any political subdivision of the state) entered into on or after July 1, 2007; It is required of private employees (not state or municipal employees) and apprentices who perform manual labor for a general contractor or subcontractor on a public building project where the total cost of all work to be performed is at least \$100,000;

(3) The ten-hour construction course pertains to the ten-hour Outreach Course conducted in accordance with federal OSHA Training Institute standards, and, for telecommunications workers, a ten-hour training course conducted in accordance with federal OSHA standard, 29 CFR 1910.268;

(4) The internet website for the federal OSHA Training

Institute is
http://www.osha.gov/fso/ote/training/edcenters/fact_sheet.html;

- (5) The statutory language leaves it to the contractor and its employees to determine who pays for the cost of the ten-hour Outreach Course;
- (6) Within 30 days of receiving a contract award, a general contractor must furnish proof to the Labor Commissioner that all employees and apprentices performing manual labor on the project will have completed such a course;
- (7) Proof of completion may be demonstrated through either: (a) the presentation of a bona fide student course completion card issued by the federal OSHA Training Institute; or (2) the presentation of documentation provided to an employee by a trainer certified by the Institute pending the actual issuance of the completion card;
- (8) Any card with an issuance date more than 5 years prior to the commencement date of the construction project shall not constitute proof of compliance;
- (9) Each employer shall affix a copy of the construction safety course completion card to the certified payroll submitted to the contracting agency in accordance with Conn. Gen. Stat. § 31-53(f) on which such employee's name first appears;
- (10) Any employee found to be in non-compliance shall be subject to removal from the worksite if such employee does not provide satisfactory proof of course completion to the Labor Commissioner by the fifteenth day after the date the employee is determined to be in noncompliance;
- (11) Any such employee who is determined to be in noncompliance may continue to work on a public building construction project for a maximum of fourteen consecutive calendar days while bringing his or her status into compliance;
- (12) The Labor Commissioner may make complaint to the prosecuting authorities regarding any employer or agent of the employer, or officer or agent of the corporation who files a false certified payroll with respect to the status of an employee who is performing manual labor on a public building construction project;
- (13) The statute provides the minimum standards required for the completion of a safety course by manual laborers on public construction contracts; any contractor can exceed these minimum requirements; and Regulations clarifying the statute are currently in the regulatory process and shall be posted on the CTDOL website as soon as they are adopted in final form.
- (14) Any questions regarding this statute may be directed to the Wage and Workplace Standards Division of the Connecticut Labor Department via the internet website of <http://www.ctdol.state.ct.us/wgwkstnd/wgmenu.htm>; or by telephone at (860)263-6790.

THE ABOVE INFORMATION IS PROVIDED EXCLUSIVELY AS AN EDUCATIONAL RESOURCE AND IS NOT INTENDED AS A SUBSTITUTE FOR LEGAL INTERPRETATIONS WHICH MAY ULTIMATELY ARISE CONCERNING THE CONSTRUCTION OF THE STATUTE OR THE REGULATIONS.

November 29, 2006

Notice

To All Mason Contractors and Interested Parties Regarding Construction Pursuant to Section 31-53 of the Connecticut General Statutes (Prevailing Wage)

The Connecticut Labor Department Wage and Workplace Standards Division is empowered to enforce the prevailing wage rates on projects covered by the above referenced statute. Over the past few years, the Division has withheld enforcement of the rate in effect for workers who operate a forklift on a prevailing wage rate project due to a potential jurisdictional dispute. The rate listed in the schedules and in our Occupational Bulletin (see enclosed) has been as follows:

Forklift Operator:

- **Laborers (Group 4) Mason Tenders** - operates forklift solely to assist a mason to a maximum height of nine feet only.
- **Power Equipment Operator (Group 9)** - operates forklift to assist any trade and to assist a mason to a height over nine feet.

The U.S. Labor Department conducted a survey of rates in Connecticut, but it has not been published and the rate in effect remains as outlined in the above Occupational Bulletin.

Since this is a classification matter and not one of jurisdiction, effective January 1, 2007, the Connecticut Labor Department will enforce the rate on each schedule in accordance with our statutory authority.

Your cooperation in filing appropriate and accurate certified payrolls is appreciated.

**CONNECTICUT DEPARTMENT OF LABOR
WAGE AND WORKPLACE STANDARDS
DIVISION CONTRACTORS WAGE
CERTIFICATION FORM
Construction Manager at Risk/General Contractor/Prime
Contractor**

**CONNECTICUT DEPARTMENT OF LABOR
WAGE AND WORKPLACE STANDARDS
DIVISION CONTRACTORS WAGE
CERTIFICATION FORM
Construction Manager at Risk/General Contractor/Prime Contractor**

I, _____ of _____,

Officer, Owner, Authorized Rep.

Company Name

do hereby certify that the _____
Company Name

Street

City

and all of its subcontractors will pay all workers on the

Project Name and Number

Street and City

the wages as listed in the schedule of prevailing rates required for such project (a copy of which is attached hereto).

Signature

Subscribed and sworn to before me this _____ day of _____, _____.

Notary Public

Return to: Connecticut Department of Labor
Wage & Workplace Standards
Division 200 Folly Brook Blvd.
Wethersfield, CT 06109

Rate Schedule Issued (Date): _____

Information Bulletin *Occupational Classifications*

The Connecticut Department of Labor has the responsibility to properly determine "job classification" on prevailing wage projects covered under C.G.S. Section 31-53(d).

Note: This information is intended to provide a sample of some occupational classifications for guidance purposes only. It is not an all-inclusive list of each occupation's duties. This list is being provided only to highlight some areas where a contractor may be unclear regarding the proper classification. If unsure, the employer should seek guidelines for CTDOL.

Below are additional clarifications of specific job duties performed for certain classifications:

□ **ASBESTOS WORKERS**

Applies all insulating materials, protective coverings, coatings and finishes to all types of mechanical systems.

□ **ASBESTOS INSULATOR**

Handle, install apply, fabricate, distribute, prepare, alter, repair, dismantle, heat and frost insulation, including penetration and fire stopping work on all penetration fire stop systems.

□ **BOILERMAKERS**

Erects hydro plants, incomplete vessels, steel stacks, storage tanks for water, fuel, etc. Builds incomplete boilers, repairs heat exchanges and steam generators.

□ **BRICKLAYERS, CEMENT MASONS, CEMENT FINISHERS, MARBLE MASONS, PLASTERERS, STONE MASONS, PLASTERERS, STONE MASONS, TERRAZZO WORKERS, TILE SETTERS**

Lays building materials such as brick, structural tile and concrete cinder, glass, gypsum, terra cotta block. Cuts, tools and sets marble, sets stone, finishes concrete, applies decorative steel, aluminum and plastic tile, applies cements, sand, pigment and marble chips to floors, stairways, etc.

□ **CARPENTERS, MILLWRIGHTS, PILEDRIVERMEN, LATHERS, RESILEINT FLOOR LAYERS, DOCK BUILDERS, DIKERS, DIVER TENDERS**

Constructs, erects, installs and repairs structures and fixtures of wood, plywood and wallboard. Installs, assembles, dismantles, moves industrial machinery. Drives piling into ground to provide foundations for structures such as buildings and bridges, retaining walls for earth embankments, such as cofferdams. Fastens wooden, metal or rockboard lath to walls, ceilings and partitions of buildings, acoustical tile layer, concrete form builder. Applies firestopping materials on fire resistive joint systems only. Installation of curtain/window walls only where attached to wood or metal studs. Installation of insulated material of all types whether blown, nailed or attached in other ways to walls, ceilings and floors of buildings. Assembly and installation of modular furniture/furniture systems. Free-standing furniture is not covered. This includes free standing: student chairs, study top desks, book box desks, computer furniture, dictionary stand, atlas stand, wood shelving, two-position information access station, file cabinets, storage cabinets, tables, etc.

□ **LABORER, CLEANING**

- The clean up of any construction debris and the general (heavy/light) cleaning, including sweeping, wash down, mopping, wiping of the construction facility and its furniture, washing, polishing, and dusting.

□ **DELIVERY PERSONNEL**

If delivery of supplies/building materials is to one common point and stockpiled there, prevailing wages are not required. If the delivery personnel are involved in the distribution of the material to multiple locations within the construction site, then they would have to be paid prevailing wages for the type of work performed: laborer, equipment operator, electrician, ironworker, plumber, etc.

An example of this would be where delivery of drywall is made to a building and the delivery personnel distribute the drywall from one "stockpile" location to further sub-locations on each floor. Distribution of material around a construction site is the job of a laborer or tradesman, and not a delivery personnel.

□ **ELECTRICIANS**

Install, erect, maintenance, alteration or repair of any wire, cable, conduit, etc., which generates, transforms, transmits or uses electrical energy for light, heat, power or other purposes, including the Installation or maintenance of telecommunication, LAN wiring or computer equipment, and low voltage wiring. *License required per Connecticut General Statutes: E-1,2 L-5,6 C-5,6 T-1,2 L-1,2 V-1,2,7,8,9.

□ **ELEVATOR CONSTRUCTORS**

Install, erect, maintenance and repair of all types of elevators, escalators, dumb waiters and moving walks. *License required by Connecticut General Statutes: R-1, 2, 5, 6.

□ **FORKLIFT OPERATOR**

Laborers Group 4) Mason Tenders - operates forklift solely to assist a mason to a maximum height of nine (9) feet only.

Power Equipment Operator Group 9 - operates forklift to assist any trade, and to assist a mason to a height over nine (9) feet.

□ **GLAZIERS**

Glazing wood and metal sash, doors, partitions, and 2 story aluminum storefronts. Installs glass windows, skylights, store fronts and display cases or surfaces such as building fronts, interior walls, ceilings and table tops and metal store fronts. Installation of aluminum window walls and curtain walls is the "joint" work of glaziers and ironworkers, which require equal composite workforce.

□ **IRONWORKERS**

Erection, installation and placement of structural steel, precast concrete, miscellaneous iron, ornamental iron, metal curtain wall, rigging and reinforcing steel. Handling, sorting, and installation of reinforcing steel (rebar). Metal bridge rail (traffic), metal bridge handrail, and decorative security fence installation. Installation of aluminum window walls and curtain walls is the "joint" work of glaziers and ironworkers which require equal composite workforce.

□ **INSULATOR**

Installing fire stopping systems/materials for "Penetration Firestop Systems": transit to cables, electrical conduits, insulated pipes, sprinkler pipe penetrations, ductwork behind radiation, electrical cable trays, fire rated pipe penetrations, natural polypropylene, HVAC ducts, plumbing bare metal, telephone and communication wires, and boiler room ceilings.

□ **LABORERS**

Acetylene burners, asphalt rakers, chain saw operators, concrete and power buggy operator, concrete saw operator, fence and guard rail erector (except metal bridge rail (traffic), decorative security fence (non-metal).

installation.), hand operated concrete vibrator operator, mason tenders, pipelayers (installation of storm drainage or sewage lines on the street only), pneumatic drill operator, pneumatic gas and electric drill operator, powermen and wagon drill operator, air track operator, block paver, curb setters, blasters, concrete spreaders.

□ **PAINTERS**

Maintenance, preparation, cleaning, blasting (water and sand, etc.), painting or application of

any protective coatings of every description on all bridges and appurtenances of highways, roadways, and railroads. Painting, decorating, hardwood finishing, paper hanging, sign writing, scenic artwork and drywall hhg for any and all types of building and residential work.

☐ **LEAD PAINT REMOVAL**

Painter's Rate 1. Removal of lead paint from bridges. 2. Removal of lead paint as preparation of any surface to be repainted. 3. Where removal is on a Demolition project prior to reconstruction. • Laborer's Rate 1. Removal of lead paint from any surface NOT to be repainted. 2. Where removal is on a TOTAL Demolition project only.

☐ **PLUMBERS AND PIPEFITTERS**

Installation, repair, replacement, alteration or maintenance of all plumbing, heating, cooling and piping. ***License required per Connecticut General Statutes: P-1,2,6,7,8,9 J1,2,3,4 SP-1,2 S- 1,2,3,4,5,6,7,8 B-1,2,3,4 D-1,2,3,4.**

☐ **POWER EQUIPMENT OPERATORS**

Operates several types of power construction equipment such as compressors, pumps, hoists, derricks, cranes, shovels, tractors, scrapers or motor graders, etc. Repairs and maintains equipment.

***License required, crane operators only, per Connecticut General Statutes.**

☐ **ROOFERS**

Covers roofs with composition shingles or sheets, wood shingles, slate or asphalt and gravel to waterproof roofs, including preparation of surface. (demolition or removal of any type of roofing and or clean-up of any and all areas where a roof is to be relaid.)

☐ **SHEETMETAL WORKERS**

Fabricate, assemble, install and repairs sheet metal products and equipment in such areas as ventilation, air-conditioning, warm air heating, restaurant equipment, architectural sheet metal work, sheet metal roofing, and aluminum gutters. Fabrication, handling, assembling, erecting, altering, repairing, etc. of coated metal material panels and composite metal material panels when used on building exteriors and interiors as soffits, fascia, louvers, partitions, canopies, cornice, column covers, awnings, beam covers, cladding, sunshades, lighting troughs, spires, ornamental roofing, metal ceilings, mansards, copings, ornamental and ventilation hoods, vertical and horizontal siding panels, trim, etc. The sheet metal classification also applies to the vast variety of coated metal material panels and composite metal material panels that have evolved over the years as an alternative to conventional ferrous and non-ferrous metals like steel, iron, tin, copper, brass, bronze, aluminum, etc. Fabrication, handling, assembling, erecting, altering, repairing, etc. of architectural metal roof, standing seam roof, composite metal roof, metal and composite bathroom/toilet partitions, aluminum gutters, metal and

composite lockers and shelving, kitchen equipment, and walk-in coolers. To include testing and air –balancing ancillary to installation and construction.

□ **SPRINKLER FITTERS**

Installation, alteration, maintenance and repair of fire protection sprinkler systems.

***License required per Connecticut General Statutes: F-1, 2, 3, 4.**

□ **TILE MARBLE AND TERRAZZO FINISHERS**

Assists and tends the tile setter, marble mason and terrazzo worker in the performance of their duties.

□ **TRUCK DRIVERS**

~How to pay truck drivers delivering asphalt is under REVISION~

Truck Drivers are required to be paid prevailing wage for time spent "working" directly on the site. These drivers remain covered by the prevailing wage for any time spent transporting between the actual construction location and facilities (such as fabrication, plants, mobile factories, batch plant, borrow pits, job headquarters, tool yards, etc.) dedicated exclusively, or nearly so, to performance of the contract or project, which are so located in proximity to the actual construction location that it is reasonable to include them. ***License required, drivers only, per Connecticut General Statutes.**

For example:

- Material men and deliverymen are not covered under prevailing wage as long as they are not directly involved in the construction process. If, they unload the material, they would then be covered by prevailing wage for the classification they are performing work in: laborer, equipment operator, etc.
- Hauling material off site is not covered provided they are not dumping it at a location outlined above.
- Driving a truck on site and moving equipment or materials on site would be considered covered work, as this is part of the construction process.

□ Any questions regarding the proper classification should be directed to:

**Public Contract Compliance Unit
Wage and Workplace Standards
Division
Connecticut Department of Labor
200 Folly Brook Blvd, Wethersfield, CT
06109 (860) 263-6543.**

**Connecticut Department of Labor
Wage and Workplace Standards Division**

FOOTNOTES

☐ Please Note: If the “Benefits” listed on the schedule for the following occupations includes a letter(s) (+ a or + a+b for instance), refer to the information below.

Benefits to be paid at the appropriate prevailing wage rate for the listed occupation.

If the “Benefits” section for the occupation lists only a dollar amount, disregard the information below.

Bricklayers, Cement Masons, Cement Finishers, Concrete Finishers, Stone Masons
(Building Construction) and (Residential- Hartford, Middlesex, New Haven, New London
and Tolland Counties)

a. Paid Holiday: Employees shall receive 4 hours for Christmas Eve holiday provided the employee works the regularly scheduled day before and after the holiday. Employers may schedule work on Christmas Eve and employees shall receive pay for actual hours worked in addition to holiday pay.

Elevator Constructors: Mechanics

a. Paid Holidays: New Year’s Day, Memorial Day, Independence Day, Labor Day, Veterans’ Day, Thanksgiving Day, Christmas Day, plus the Friday after Thanksgiving.

b. Vacation: Employer contributes 8% of basic hourly rate for 5 years or more of service or 6% of basic hourly rate for 6 months to 5 years of service as vacation pay credit.

Glaziers

a. Paid Holidays: Labor Day and Christmas Day.

Power Equipment Operators
(Heavy and Highway Construction & Building Construction)

a. Paid Holidays: New Year’s Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day, provided the employee works 3 days during the week in which the holiday falls, if scheduled, and if scheduled, the working day before and the working day after the holiday. Holidays falling on Saturday may be observed on Saturday, or if the employer so elects, on the preceding Friday.

Ironworkers

a. Paid Holiday: Labor Day provided employee has been on the payroll for

the 5 consecutive work days prior to Labor Day.

Laborers (Tunnel Construction)

a. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. No employee shall be eligible for holiday pay when he fails, without cause, to work the regular work day preceding the holiday or the regular work day following the holiday.

Roofers

a. Paid Holidays: July 4th, Labor Day, and Christmas Day provided the employee is employed 15 days prior to the holiday.

Sprinkler Fitters

a. Paid Holidays: Memorial Day, July 4th, Labor Day, Thanksgiving Day and Christmas Day, provided the employee has been in the employment of a contractor 20 working days prior to any such paid holiday.

Truck Drivers

(Heavy and Highway Construction & Building Construction)

a. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas day, and Good Friday, provided the employee has at least 31 calendar days of service and works the last scheduled day before and the first scheduled day after the holiday, unless excused.

Rev. 7/1/19

SEE BELOW FOR STATE WAGE RATES

INSERT STATE WAGES HERE

PREVAILING WAGE RATE SCHEDULE

Minimum Rates and Classifications for
Heavy/Highway Construction

ID#: 26-8525

Connecticut Department of Labor
Wage and Workplace Standards Division

By virtue of the authority vested in the Labor Commissioner under provisions of Section 31-53 of the General Statutes of Connecticut, as amended, the following are declared to be the prevailing rates and welfare payments and will apply only where the contract is advertised for bid within 20 days of the date on which the rates are established. Any contractor or subcontractor not obligated by agreement to pay to the welfare and pension fund shall pay this amount to each employee as part of his/her hourly wages.

Project Number: Project Town: Bolton
State#: FAP#:
Project: Bolton Town Green Improvements

CLASSIFICATION	Hourly Rate	Benefits
1) Boilermaker	50.21	30.01
1a) Bricklayer, Cement Masons, Cement Finishers, Plasterers, Stone Masons	46.09	36.29
2) Carpenters, Piledrivermen	44.48	29.74
2a) Diver Tenders	44.48	29.74
2b) Divers Effluent	67.52	29.74
3) Divers	52.94	29.74
03a) Millwrights	45.14	30.24
03b) Carpenter-Welder	44.98	29.74
03c) Carpenter: Working with creosote lumber or acid	45.48	29.74

4) Painters: (Bridge Construction) Brush, Roller, Blasting (Sand, Water, etc.), Spray	61.85	27.65
4a) Painters: Brush and Roller	41.17	27.65
4b) Painters: Spray	44.17	27.65
4bc) Painters: Spray Helper	42.17	27.65
4c) Painters: Steel Only	43.17	27.65
4d) Painters: Blast	46.17	27.65
4de) Painter: Blast Helper	42.17	27.65
4e) Painters: Tanks, Tower and Swingstage etc.	43.17	27.65
4f) Elevated Tanks (60 feet and above)	50.17	27.65
5) Electrician (Trade License required: E-1,2 L-5,6 C-5,6 T-1,2 L-1,2 V-1,2,7,8,9)	50.25	37.47+3% of gross wage
6) Ironworkers: Ornamental, Reinforcing, Structural, and Precast Concrete Erection	45.25	46.62 + a
7) Plumbers (Trade License required: (P-1,2,6,7,8,9 J-1,2,3,4 SP-1,2) and Pipefitters (Including HVAC Work) (Trade License required: S-1,2,3,4,5,6,7,8 B-1,2,3,4 D-1,2,3,4 G-1, G-2, G-8, G-9)	52.08	36.80
----LABORERS-----		
8) Group 1: General Laborers and concrete specialist	37.0	30.47

8) Group 1a: Acetylene Burners (Hours worked with a torch)	38.0	30.47
9) Group 2: Chain saw operators, fence and guard rail erectors, pneumatic tool operators, powdermen	37.25	30.47
10) Group 3: Pipelayers	37.5	30.47
11) Group 4: Jackhammer/Pavement breaker (handheld); mason tenders (cement/concrete), catch basin builders, asphalt rakers, air track operators, block paver, curb setter and forklift operators	37.5	30.47
12) Group 5: Toxic waste removal (non-mechanical systems)	39.0	30.47
13) Group 6: Blasters	38.75	30.47
Group 7: Asbestos/lead removal, non-mechanical systems (does not include leaded joint pipe)	40.0	30.47
Group 8: Traffic control signalmen	22.2	30.47
Group 9: Hydraulic Drills	37.75	30.47
Group 10: Toxic Waste Removers A or B With PPE	40.0	30.47
----LABORERS (TUNNEL CONSTRUCTION, FREE AIR). Shield Drive and Liner Plate Tunnels in Free Air.----		
13a) Miners, Motormen, Mucking Machine Operators, Nozzle Men, Grout Men, Shaft & Tunnel Steel & Rodmen, Shield & Erector, Arm Operator, Cable Tenders	39.23	30.47 + a
13b) Brakemen, Trackmen, Miners' Helpers and all other men	38.26	30.47 + a

----CLEANING, CONCRETE AND CAULKING TUNNEL----

14) Concrete Workers, Form Movers, and Strippers	38.26	30.47 + a
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15) Form Erectors	38.59	30.47 + a
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----ROCK SHAFT LINING, CONCRETE, LINING OF SAME AND TUNNEL IN FREE AIR:----

16) Brakemen, Trackmen, Tunnel Laborers, Shaft Laborers, Miners Helpers	38.26	30.47 + a
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17) Laborers Topside, Cage Tenders, Bellman	38.15	30.47 + a
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18) Miners	39.23	30.47 + a
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----TUNNELS, CAISSON AND CYLINDER WORK IN COMPRESSED AIR: ---
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18a) Blaster	45.72	30.47 + a
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19) Brakemen, Trackmen, Groutman, Laborers, Outside Lock Tender, Gauge Tenders	45.52	30.47 + a
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20) Change House Attendants, Powder Watchmen, Top on Iron Bolts	43.54	30.47 + a
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21) Mucking Machine Operator, Grout Boss, Track Boss	46.31	30.47 + a
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----TRUCK DRIVERS----(*see note below)

Block Truck	39.98	33.00 + a
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2 Axle	38.66	33.00 + a
Helpers	36.16	33.00 + a
Three Axle Trucks; Two Axle Mixer	38.77	33.00 + a
Three Axle Mixer	38.83	33.00 + a
Four Axle	38.89	33.00 + a
Four Axle Mixer	40.69	33.00 + a
5 Axle	38.89	33.00 + a
5 Axle Mixer	40.69	33.00 + a
Heavy Duty Trailer (40 tons and over)	41.16	33.00 + a
Heavy Duty Trailer (up to 40 tons)	39.89	33.00 + a
Snorkle Truck	39.04	33.00 + a
Swivel Dump and Tack Truck	38.89	33.00 + a
Euclids and Semi Trailer	38.94	33.00 + a

----POWER EQUIPMENT OPERATORS----

Group 1: Crane Handling or Erecting Structural Steel or Stone, Hoisting Engineer (2 drums or over), Caisson Drilled Shaft over 14". (Trade License Required)	60.66	30.95 + a
Group 1a: Front End Loader (7 cubic yards or over); Work Boat 26 ft. and over.	55.6	30.95 + a
Group 2: Cranes (100 ton rate capacity and over). (Trade License Required)	60.24	30.95 + a
Group 2a: Cranes (under 100 ton rated capacity), Magni Type-360 Rotating Forklift.	59.2	30.95 + a
Group 2b: Excavator over 2 cubic yards; Pile Driver (\$3.00 premium when operator controls hammer), HF-1 Forklift, Drills with self contained power units, Micropile up to 14 inches helical pile.	55.17	30.95 + a
Group 3: Excavator; Gradall; Master Mechanic; Hoisting Engineer (all types of equipment where a drum and cable are used to hoist or drag material regardless of motive power of operation), Rubber Tire Excavator (Drott-1085 or similar); Grader Operator; Bulldozer Fine Grade (slopes, shaping, laser or GPS, etc.). (Trade License Required)	54.13	30.95 + a
Group 4: Trenching Machines; Lighter Derrick; CMI Machine or Similar; Koehring Loader (Skooper), Goldhofer.	53.61	30.95 + a
Group 5: Specialty Railroad Equipment; Asphalt Paver; Asphalt Spreader; Asphalt Reclaiming Machine; Line Grinder; Concrete Pumps; Drills with Self Contained Power Units; Boring Machine; Post Hole Digger; Auger; Pounder; Well Digger; Milling Machine (over 24" mandrel)	52.78	30.95 + a
Group 5 continued: Side Boom; Combination Hoe and Loader; Directional Driller, Geothermal Drill.	52.78	30.95 + a
Group 6: Front End Loader (3 up to 7 cubic yards); Bulldozer (rough grade dozer).	52.35	30.95 + a
Group 7: Asphalt Roller; Concrete Saws and Cutters (ride on types); Vermeer Concrete Cutter; Stump Grinder; Scraper; Snooper; Skidder; Milling Machine (24" and under Mandrel)	51.89	30.95 + a

Group 8: Mechanic, Grease Truck Operator, Hydroblaster, Barrier Mover, Power Stone Spreader; Welder; Work Boat under 26 ft.; Transfer Machine, Rigger Foreman.	51.34	30.95 + a
Group 9: Front End Loader (under 3 cubic yards), Skid Steer Loader regardless of attachments (Bobcat or Similar); Fork Lift, Power Chipper; Landscape Equipment (including hydroseeder), Vacuum Excavation Truck and Hydrovac Excavation Truck (27 HG pressure or greater).	50.74	30.95 + a
Group 10: Vibratory Hammer, Ice Machine, Diesel and Air Hammer, etc.	47.91	30.95 + a
Group 11: Conveyor, Earth Roller; Power Pavement Breaker (whiphammer), Robot Demolition Equipment.	47.91	30.95 + a
Group 12: Wellpoint Operator.	47.82	30.95 + a
Group 13: Compressor Battery Operator.	47.04	30.95 + a
Group 14: Elevator Operator; Tow Motor Operator (Solid Tire No Rough Terrain).	45.45	30.95 + a
Group 15: Generator Operator; Compressor Operator; Pump Operator; Welding Machine Operator; Heater Operator.	44.89	30.95 + a
Group 16: Maintenance Engineer and Articulating End Dump.	43.99	30.95 + a
Group 17: Portable Asphalt Plant Operator; Portable Crusher Plant Operator; Portable Concrete Plant Operator., Portable Grout Plant Operator, Portable Water Filtration Plant Operator.	49.95	30.95 + a
Group 18: Power Safety Boat; Vacuum Truck; Zim Mixer; Sweeper; (minimum for any job requiring CDL license), Rigger, Signalman.	46.6	30.95 + a
Surveyor: Chief of Party	50.21	30.95 + a

Surveyor: Assistant Chief of Party	46.3	30.95 + a
Surveyor: Instrument Man	44.55	30.95 + a
Surveyor: Rodman or Chairman	38.34	30.95 + a

****NOTE: SEE BELOW**

----LINE CONSTRUCTION----(Railroad Construction and Maintenance)----

20) Lineman, Cable Splicer, Technician	59.91	34.00
21) Heavy Equipment Operator	53.92	31.88
22) Equipment Operator, Tractor Trailer Driver, Material Men	50.92	30.84
23) Driver Groundmen	44.93	28.47
23a) Groundman Experienced	32.95	13.99

----OUTSIDE LINE CONSTRUCTION----

24) Driver Groundmen	43.78	28.42
25) Groundmen	32.1	13.95
26) Heavy Equipment Operators	52.53	31.83

27) Linemen, Cable Splicers, Dynamite Men	58.37	33.94
28) Material Men, Tractor Trailer Drivers, Equipment Operators	49.61	30.79
29) Technician	56.12	32.85

----COMMUNICATION----

Sales & Service Technician: To include but not limited to: Installation, Repair, Splicing and Maintenance	52.07	20.62
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----DREDGING----

Class A1: Mechanical Dredge Operator	48.48	17.32+a+b
Class B1: Maintenance Engineer	41.93	16.87+a+b
Class C1: Mate/Welder	38.38	16.62+a+b
Class D: Deckhand	30.86	16.09+a+b

Welders: Rate for craft to which welding is incidental.

Surveyors: Hazardous material removal: \$3.00 per hour premium.

*Note: Hazardous waste removal work receives additional \$1.25 per hour for truck drivers.

**Note: Hazardous waste premium \$3.00 per hour over classified rate.

Truck Drivers: Trainers Premium: \$3.00 over wage rate.

Truck Drivers: Night Premium - Mixer Drivers: \$2.00 over wage rate.

Crane with 150 ft. boom (including jib) - \$1.50 extra
Crane with 200 ft. boom (including jib) - \$2.50 extra
Crane with 250 ft. boom (including jib) - \$5.00 extra
Crane with 300 ft. boom (including jib) - \$7.00 extra
Crane with 400 ft. boom (including jib) - \$10.00 extra

All classifications that indicate a percentage of the fringe benefits must be calculated at the percentage rate times the "base hourly rate".

Apprentices duly registered under the Commissioner of Labor's regulations on "Work Training Standards for Apprenticeship and Training Programs" Section 31-51-d-1 to 12, are allowed to be paid the appropriate percentage of the prevailing journeymen hourly base and the full fringe benefit rate, providing the work site ratio shall not be less than one full-time journeyman instructing and supervising the work of each apprentice in a specific trade.

~~Connecticut General Statute Section 31-55a: Annual Adjustments to wage rates by contractors doing state work
~~

The Prevailing wage rates applicable to this project are subject to annual adjustments each July 1st for the duration of the project.

Each contractor shall pay the annual adjusted prevailing wage rate that is in effect each July 1st, as posted by the Department of Labor.

It is the contractor's responsibility to obtain the annual adjusted prevailing wage rate increases directly from the Department of Labor's website.

The annual adjustments will be posted on the Department of Labor's Web page: www.ct.gov/dol. For those without internet access, please contact the division listed below.

The Department of Labor will continue to issue the initial prevailing wage rate schedule to the Contracting Agency for the project.

All subsequent annual adjustments will be posted on our Web Site for contractor access.

Contracting Agencies are under no obligation pursuant to State labor law to pay any increase due to the annual adjustment provision.

Effective October 1, 2005 - Public Act 05-50: any person performing the work of any mechanic, laborer, or worker shall be paid prevailing wage

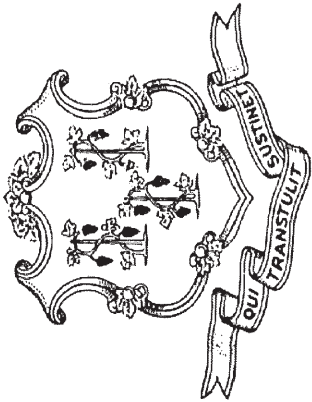
All Person who perform work ON SITE must be paid prevailing wage for the appropriate mechanic, laborer, or worker classification.

All certified payrolls must list the hours worked and wages paid to All Persons who perform work ON SITE regardless of their ownership i.e.: (Owners, Corporate Officers, LLC Members, Independent Contractors, et. al)

Reporting and payment of wages is required regardless of any contractual relationship alleged to exist between the contractor and such person.

~~Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clause (29 CFR 5.5 (a) (1) (ii)).

Please direct any questions which you may have pertaining to classification of work and payment of prevailing wages to the Wage and Workplace Standards Division, telephone (860)263-6790.



THIS IS A PUBLIC WORKS PROJECT

Covered by the

PREVAILING WAGE LAW

CT General Statutes Section 31-53

**If you have QUESTIONS regarding your wages
CALL (860) 263-6790**

Section 31-55 of the CT State Statutes requires every contractor or subcontractor performing work for the state to post in a prominent place the prevailing wages as determined by the Labor Commissioner.

(a) by adding Subdivs. (1) and (2) designators, adding Subdiv. (3) re submittal of false, misleading or materially inaccurate information, and making technical changes, effective July 1, 2021.

Cited. 223 C. 573.

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Sec. 31-53b. Worker training requirements for public works projects. Enforcement. Regulations. Exceptions. (a) Each contract for a public works project entered into on or after July 1, 2009, by the state or any of its agents, or by any political subdivision of the state or any of its agents, described in subsection (h) of section 31-53, shall contain a provision requiring that each contractor furnish proof with the weekly certified payroll form for the first week each employee begins work on such project that any person performing the work of a mechanic, laborer or worker pursuant to the classifications of labor under section 31-53 on such public works project, pursuant to such contract, has completed a course of at least ten hours in duration in construction safety and health approved by the federal Occupational Safety and Health Administration or, has completed a new miner training program approved by the Federal Mine Safety and Health Administration in accordance with 30 CFR 46 or, in the case of telecommunications employees, has completed at least ten hours of training in accordance with 29 CFR 1910.268, and, on or after July 1, 2012, that any plumber or electrician subject to the continuing education requirements of section 20-334d, who has completed a course of at least ten hours in duration in construction safety and health approved by the federal Occupational Safety and Health Administration five or more years prior to the date such electrician or plumber begins work on such public works project, has completed a supplemental refresher training course of at least four hours in duration in construction safety and health taught by a federal Occupational Safety and Health Administration authorized trainer.

(b) Any person required to complete a course or program under subsection (a) of this section who has not completed the course or program shall be subject to removal from the worksite if the person does not provide documentation of having completed such course or program by the fifteenth day after the date the person is found to be in noncompliance. The Labor Commissioner or said commissioner's designee shall enforce this section.

(c) Not later than January 1, 2012, the Labor Commissioner shall adopt regulations, in accordance with the provisions of chapter 54, to implement the provisions of subsections (a) and (b) of this section. Such regulations shall require that the ten-hour construction safety and health courses required under subsection (a) of this section be conducted in accordance with federal Occupational Safety and Health Administration Training Institute standards, or, in the case of a supplemental refresher training course, shall include, but not be limited to, an update of revised Occupational Safety and Health Administration standards and a review of required construction hazards training, or in accordance with Federal Mine Safety and Health Administration Standards or in accordance with 29 CFR 1910.268, as appropriate. The Labor Commissioner shall accept as sufficient proof of compliance with the provisions of subsection (a) or (b) of this section a student course completion card issued by the federal Occupational Safety and Health Administration Training Institute, or such other proof of compliance said commissioner deems appropriate, dated no earlier than five years before the commencement date of such public works project or, in the case of supplemental refresher training, a student course completion card issued by said Occupational Safety and Health Administration authorized trainer dated not earlier than five years prior to the date such electrician or plumber begins work on such public works project.

(d) This section shall not apply to employees of public service companies, as defined in section 16-1, or drivers of commercial motor vehicles driving the vehicle on the public works project and delivering or picking up cargo from public works projects provided they perform no labor relating to the project other than the loading and unloading of their cargo.

(P.A. 06-175, S. 1; P.A. 08-83, S. 1; P.A. 10-47, S. 2; P.A. 11-63, S. 1.)

History: P.A. 08-83 amended Subsec. (a) by making provisions applicable to public works project contracts entered into on or after July 1, 2009, replacing provision re total cost of work with reference to Sec. 31-53(g),

requiring proof in certified payroll form that new mechanic, laborer or worker has completed a 10-hour or more construction safety course and adding provision re new miner training program, amended Subsec. (b) by substituting “person” for “employee” and adding “or program”, amended Subsec. (c) by adding “or in accordance with Federal Mine Safety and Health Administration Standards” and setting new deadline of January 1, 2009, deleted former Subsec. (d) re “public building”, added new Subsec. (d) re exemptions for public service company employees and delivery drivers who perform no labor other than delivery and made conforming and technical changes, effective January 1, 2009; P.A. 10-47 made a technical change in Subsec. (a); P.A. 11-63 amended Subsec. (a) by adding provision re supplemental refresher training course for plumbers and electricians subject to Sec. 20-334d, amended Subsec. (c) by adding provisions re regulations and subject matter of refresher training course and refresher training course student completion cards, and made technical changes, effective July 1, 2011.

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Sec. 31-53c. Construction projects funded by the Department of Economic and Community Development; wage rates. Penalties. (a) For purposes of this section:

- (1) “Business organization” means any sole proprietorship, partnership, corporation, limited liability company, association, firm or other form of business or legal entity;
- (2) “Financial assistance” means any and all forms of loans, cash payments, extensions of credit, guarantees, equity investments, tax abatements or any other form of financing totaling one million dollars or more; and
- (3) “Project” means any construction, remodeling, refinishing, refurbishing, rehabilitation, alteration or repair of any property owned by a business organization.

(b) On and after July 1, 2018, if the Department of Economic and Community Development provides financial assistance to any business organization for any construction project of such business organization, the Department of Economic and Community Development shall require, as a condition of providing such financial assistance, that any contract entered into by the business organization for such project shall contain the following provision: “The wages paid on an hourly basis to any person performing the work of any mechanic, laborer or worker on the work herein contracted to be done and the amount of payment or contribution paid or payable on behalf of each such person to any employee welfare fund, as defined in subsection (i) of section 31-53, shall be at a rate equal to the rate customary or prevailing for the same work in the same trade or occupation in the town in which such construction, remodeling, refinishing, refurbishing, rehabilitation, alteration or repair project is being undertaken. Any contractor who is not obligated by agreement to make payment or contribution on behalf of such persons to any such employee welfare fund shall pay to each mechanic, laborer or worker as part of such person's wages the amount of payment or contribution for such person's classification on each pay day.”

(c) Any contractor or subcontractor who knowingly or wilfully employs any mechanic, laborer or worker in any project receiving financial assistance from the Department of Economic and Community Development for such project, at a rate of wage on an hourly basis that is less than the rate customary or prevailing for the same work in the same trade or occupation in the town in which such project is located, or who fails to pay the amount of payment or contributions paid or payable on behalf of each such person to any employee welfare fund, as defined in subsection (i) of section 31-53, or in lieu thereof to the person, as provided by subsection (b) of this section, shall be fined not less than two thousand five hundred dollars but not more than five thousand dollars for each offense and (1) for the first violation, shall be disqualified from bidding on contracts for projects for which the Department of Economic and Community Development provides financial assistance until the contractor or subcontractor has made full restitution of the back wages owed to such persons and for an additional six months thereafter, and (2) for subsequent violations, shall be disqualified from bidding on contracts for projects for which the Department of Economic and Community Development provides financial assistance until the contractor or subcontractor has made full restitution of the back wages owed to such persons and for not less than an additional two years thereafter. In addition, if it is found by the contracting officer

Informational Bulletin

THE 10-HOUR OSHA CONSTRUCTION SAFETY AND HEALTH COURSE

(applicable to public building contracts entered into *on or after July 1, 2007*, where the total cost of all work to be performed is at least \$100,000)

- (1) This requirement was created by Public Act No. 06-175, which is codified in Section 31-53b of the Connecticut General Statutes (pertaining to the prevailing wage statutes);
- (2) The course is required for public building construction contracts (projects funded in whole or in part by the state or any political subdivision of the state) entered into on or after July 1, 2007;
- (3) It is required of private employees (not state or municipal employees) and apprentices who perform manual labor for a general contractor or subcontractor on a public building project where the total cost of all work to be performed is at least \$100,000;
- (4) The ten-hour construction course pertains to the ten-hour Outreach Course conducted in accordance with federal OSHA Training Institute standards, and, for telecommunications workers, a ten-hour training course conducted in accordance with federal OSHA standard, 29 CFR 1910.268;
- (5) The internet website for the federal OSHA Training Institute is http://www.osha.gov/fso/ote/training/edcenters/fact_sheet.html;
- (6) The statutory language leaves it to the contractor and its employees to determine who pays for the cost of the ten-hour Outreach Course;
- (7) Within 30 days of receiving a contract award, a general contractor must furnish proof to the Labor Commissioner that all employees and apprentices performing manual labor on the project will have completed such a course;
- (8) Proof of completion may be demonstrated through either: (a) the presentation of a *bona fide* student course completion card issued by the federal OSHA Training Institute; *or* (2) the presentation of documentation provided to an employee by a trainer certified by the Institute pending the actual issuance of the completion card;
- (9) Any card with an issuance date more than 5 years prior to the commencement date of the construction project shall not constitute proof of compliance;

- (10) Each employer shall affix a copy of the construction safety course completion card to the certified payroll submitted to the contracting agency in accordance with Conn. Gen. Stat. § 31-53(f) on which such employee's name first appears;
- (11) Any employee found to be in non-compliance shall be subject to removal from the worksite if such employee does not provide satisfactory proof of course completion to the Labor Commissioner by the fifteenth day after the date the employee is determined to be in noncompliance;
- (12) Any such employee who is determined to be in noncompliance may continue to work on a public building construction project for a maximum of fourteen consecutive calendar days while bringing his or her status into compliance;
- (13) The Labor Commissioner may make complaint to the prosecuting authorities regarding any employer or agent of the employer, or officer or agent of the corporation who files a false certified payroll with respect to the status of an employee who is performing manual labor on a public building construction project;
- (14) The statute provides the minimum standards required for the completion of a safety course by manual laborers on public construction contracts; any contractor can exceed these minimum requirements; and
- (15) Regulations clarifying the statute are currently in the regulatory process, and shall be posted on the CTDOL website as soon as they are adopted in final form.
- (16) Any questions regarding this statute may be directed to the Wage and Workplace Standards Division of the Connecticut Labor Department via the internet website of <http://www.ctdol.state.ct.us/wgwkstnd/wgemenu.htm>; or by telephone at (860)263-6790.

THE ABOVE INFORMATION IS PROVIDED EXCLUSIVELY AS AN EDUCATIONAL RESOURCE, AND IS NOT INTENDED AS A SUBSTITUTE FOR LEGAL INTERPRETATIONS WHICH MAY ULTIMATELY ARISE CONCERNING THE CONSTRUCTION OF THE STATUTE OR THE REGULATIONS.

November 29, 2006

Notice
To All Mason Contractors and Interested Parties
Regarding Construction Pursuant to Section 31-53 of the
Connecticut General Statutes (Prevailing Wage)

The Connecticut Labor Department Wage and Workplace Standards Division is empowered to enforce the prevailing wage rates on projects covered by the above referenced statute.

Over the past few years the Division has withheld enforcement of the rate in effect for workers who operate a forklift on a prevailing wage rate project due to a potential jurisdictional dispute.

The rate listed in the schedules and in our Occupational Bulletin (see enclosed) has been as follows:

Forklift Operator:

- **Laborers (Group 4) Mason Tenders** - operates forklift solely to assist a mason to a maximum height of nine feet only.

- **Power Equipment Operator (Group 9)** - operates forklift to assist any trade and to assist a mason to a height over nine feet.

The U.S. Labor Department conducted a survey of rates in Connecticut but it has not been published and the rate in effect remains as outlined in the above Occupational Bulletin.

Since this is a classification matter and not one of jurisdiction, effective January 1, 2007 the Connecticut Labor Department will enforce the rate on each schedule in accordance with our statutory authority.

Your cooperation in filing appropriate and accurate certified payrolls is appreciated.

Sec. 31-55. Posting of wage rates by contractors doing state work. Every contractor or subcontractor performing work for the state subject to the provisions of section 31-53 or 31-54 shall post the prevailing wages as determined by the Labor Commissioner in prominent and easily accessible places at the site of work or at such place or places as are used to pay its employees their wages.

(1955, S. 3020d; P.A. 97-263, S. 16.)

History: P.A. 97-263 incorporated changes to Secs. 31-53 and 31-54 by reference.

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Sec. 31-55a. Annual adjustments to wage rates by contractors doing state work. Each contractor that is awarded a contract on or after October 1, 2002, for (1) the construction of a state highway or bridge that falls under the provisions of section 31-54, or (2) the construction, remodeling, refinishing, refurbishing, rehabilitation, alteration or repair of any public works project that falls under the provisions of section 31-53 shall contact the Labor Commissioner on or before July first of each year, for the duration of such contract, to ascertain the prevailing rate of wages on an hourly basis and the amount of payment or contributions paid or payable on behalf of each mechanic, laborer or worker employed upon the work contracted to be done, and shall make any necessary adjustments to such prevailing rate of wages and such payment or contributions paid or payable on behalf of each such employee, effective each July first.

(P.A. 02-69, S. 1.)

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Sec. 31-56. Hours of labor on state bridges. Section 31-56 is repealed, effective October 1, 2008.

(1949 Rev., S. 2208; 1963, P.A. 240, S. 2; 1969, P.A. 768, S. 261; P.A. 08-101, S. 31.)

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Sec. 31-56a. Definitions. For the purposes of this section and sections 31-56b and 31-56c:

- (1) "Project labor agreement" means a prehire agreement covering the terms and conditions for all persons who will perform work on a specific public works project;
- (2) "Public entity" means the state and any agency, instrumentality or political subdivision thereof;
- (3) "Public works project" means the construction, reconstruction, alteration, remodeling, repair or demolition of any public building or any other public works by a public entity.

(P.A. 12-70, S. 4.)

History: P.A. 12-70 effective June 6, 2012.

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Sec. 31-56b. Project labor agreements for public works projects. (a) Notwithstanding the provisions of any general statute, regulation or requirement regarding procurement of goods or services, a public entity may require a project labor agreement for any public works project when such public entity has determined, on a project-by-project basis and acting within its discretion, that it is in the public's interest to require such an

CONNECTICUT DEPARTMENT OF LABOR
WAGE AND WORKPLACE STANDARDS DIVISION

CONTRACTORS WAGE CERTIFICATION FORM
Construction Manager at Risk/General Contractor/Prime Contractor

I, _____ of _____
Officer, Owner, Authorized Rep. Company Name

do hereby certify that the _____
Company Name

Street

City

and all of its subcontractors will pay all workers on the

Project Name and Number

Street and City

the wages as listed in the schedule of prevailing rates required for such project (a copy of which is attached hereto).

Signed

Subscribed and sworn to before me this _____ day of _____, _____.

Notary Public

Return to:

Connecticut Department of Labor
Wage & Workplace Standards Division
200 Folly Brook Blvd.
Wethersfield, CT 06109

Rate Schedule Issued (Date): _____

[New] In accordance with Section 31-53b(a) of the C.G.S. each contractor shall provide a copy of the OSHA 10 Hour Construction Safety and Health Card for each employee, to be attached to the first certified payroll on the project.

NLJA #0963-0057

***FRINGE BENEFITS EXPLANATION (P):**

Bona fide benefits paid to approved plans, funds or programs, except those required by Federal or State Law (unemployment tax, worker's compensation, income taxes, etc.).

Please specify the type of benefits provided:

- 1) Medical or hospital care _____ 4) Disability _____
2) Pension or retirement _____ 5) Vacation, holiday _____
3) Life Insurance _____ 6) Other (please specify) _____

CERTIFIED STATEMENT OF COMPLIANCE

For the week ending date of _____,

I, _____ of _____, (hereafter known as

Employer) in my capacity as _____ (title) do hereby certify and state:

Section A:

1. All persons employed on said project have been paid the full weekly wages earned by them during the week in accordance with Connecticut General Statutes, section 31-53, as amended. Further, I hereby certify and state the following:

- a) The records submitted are true and accurate;
- b) The rate of wages paid to each mechanic, laborer or workman and the amount of payment or contributions paid or payable on behalf of each such person to any employee welfare fund, as defined in Connecticut General Statutes, section 31-53 (h), are not less than the prevailing rate of wages and the amount of payment or contributions paid or payable on behalf of each such person to any employee welfare fund, as determined by the Labor Commissioner pursuant to subsection Connecticut General Statutes, section 31-53 (d), and said wages and benefits are not less than those which may also be required by contract;
- c) The Employer has complied with all of the provisions in Connecticut General Statutes, section 31-53 (and Section 31-54 if applicable for state highway construction);
- d) Each such person is covered by a worker's compensation insurance policy for the duration of his employment which proof of coverage has been provided to the contracting agency;
- e) The Employer does not receive kickbacks, which means any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind which is provided directly or indirectly, to any prime contractor, prime contractor employee, subcontractor, or subcontractor employee for the purpose of improperly obtaining or rewarding favorable treatment in connection with a prime contract or in connection with a prime contractor in connection with a subcontractor relating to a prime contractor; and
- f) The Employer is aware that filing a certified payroll which he knows to be false is a class D felony for which the employer may be fined up to five thousand dollars, imprisoned for up to five years or both.

2. OSHA~The employer shall affix a copy of the construction safety course, program or training completion document to the certified payroll required to be submitted to the contracting agency for this project on which such persons name first appears.

(Signature)

(Title)

Submitted on (Date)

*****THIS IS A PUBLIC DOCUMENT***
DO NOT INCLUDE SOCIAL SECURITY NUMBERS**

[New] In accordance with Section 31-53b(a) of the C.G.S. each contractor shall provide a copy of the OSHA 10 Hour Construction Safety and Health Card for each employee, to be attached to the first certified payroll on the project.

PAYROLL CERTIFICATION FOR PUBLIC WORKS PROJECTS										Connecticut Department of Labor Wage and Workplace Standards Division 200 Folly Brook Blvd. Wethersfield, CT 06109								
WEEKLY PAYROLL										WORKER'S COMPENSATION INSURANCE CARRIER Travelers Insurance Company POLICY # #BAC888928 EFFECTIVE DATE 1/1/09 EXPIRATION DATE 12/31/09								
CONTRACTOR NAME AND ADDRESS: Landan Corporation, 15 Connecticut Avenue, Northford, CT 06472		SUBCONTRACTOR NAME & ADDRESS: XYZ Corporation 2 Main Street Yantic, CT 06389		PROJECT NAME & ADDRESS: DOT 105-296, Route 82		BASE HOURLY RATE		TYPE OF BENEFITS		GROSS PAY FOR ALL WORK PERFORMED THIS WEEK		TOTAL DEDUCTIONS		GROSS PAY FOR THIS PREVAILING RATE JOB		CHECK # AND NET PAY		
PAYROLL NUMBER	PERSON/WORKER ADDRESS and SECTION	Week-Ending Date 9/26/09	APPR RATE/MALE/FEMALE AND RACE	WORK CLASSIFICATION Trade License Type & Number - OSHA 10 Certification Number	DAY AND DATE							Total S-TIME Hours	Total O-TIME Hours	Total S-TIME Hours	Total O-TIME Hours	Total S-TIME Hours	Total O-TIME Hours	
					S	M	T	W	TH	F	S							
1					20	21	22	23	24	25	26							
	Robert Craft 81 Maple Street Williamantic, CT 06226		MC	Electrical Lineman E-1 1234567 Owner OSHA 123456		8	8	8	8	8								
	Ronald Jones 212 Elm Street Norwich, CT 06360	65%	M/B	Electrical Apprentice OSHA 234567		8	8	8	8	8								
	Franklin T. Smith 234 Washington Rd. New London, CT 06320 SECTION B		M/H	Project Manager		8												

7/13/2009
WWS-CP1

*IF REQUIRED

*SEE REVERSE SIDE

PAGE NUMBER 1 OF 2

OSHA 10 ~ATTACH CARD TO 1ST CERTIFIED PAYROLL

***FRINGE BENEFITS EXPLANATION (P):**

Bona fide benefits paid to approved plans, funds or programs, except those required by Federal or State Law (unemployment tax, worker's compensation, income taxes, etc.).

Please specify the type of benefits provided:

- 1) Medical or hospital care Blue Cross 4) Disability _____
2) Pension or retirement _____ 5) Vacation, holiday _____
3) Life Insurance Utopia 6) Other (please specify) _____

CERTIFIED STATEMENT OF COMPLIANCE

For the week ending date of 9/26/09.

I, Robert Craft of XYZ Corporation, (hereafter known as Employer) in my capacity as Owner (title) do hereby certify and state:

Section A:

1. All persons employed on said project have been paid the full weekly wages earned by them during the week in accordance with Connecticut General Statutes, section 31-53, as amended. Further, I hereby certify and state the following:

- a) The records submitted are true and accurate;
- b) The rate of wages paid to each mechanic, laborer or workman and the amount of payment or contributions paid or payable on behalf of each such employee to any employee welfare fund, as defined in Connecticut General Statutes, section 31-53 (b), are not less than the prevailing rate of wages and the amount of payment or contributions paid or payable on behalf of each such employee to any employee welfare fund, as determined by the Labor Commissioner pursuant to subsection Connecticut General Statutes, section 31-53 (d), and said wages and benefits are not less than those which may also be required by contract;
- c) The Employer has complied with all of the provisions in Connecticut General Statutes, section 31-53 (and Section 31-54 if applicable for state highway construction);
- d) Each such employee of the Employer is covered by a worker's compensation insurance policy for the duration of his employment which proof of coverage has been provided to the contracting agency;
- e) The Employer does not receive kickbacks, which means any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind which is provided directly or indirectly, to any prime contractor, prime contractor employee, subcontractor, or subcontractor employee for the purpose of improperly obtaining or rewarding favorable treatment in connection with a prime contract or in connection with a prime contractor in connection with a subcontractor relating to a prime contractor; and
- f) The Employer is aware that filing a certified payroll which he knows to be false is a class D felony for which the employer may be fined up to five thousand dollars, imprisoned for up to five years or both.

2. OSHA--The employer shall affix a copy of the construction safety course, program or training completion document to the certified payroll required to be submitted to the contracting agency for this project on which such employee's name first appears.

Robert Craft owner 10/2/09
(Signature) (Title) Submitted on (Date)

Section B: Applies to CONNDOT Projects ONLY

That pursuant to CONNDOT contract requirements for reporting purposes only, all employees listed under Section B who performed work on this project are not covered under the prevailing wage requirements defined in Connecticut General Statutes Section 31-53.

Robert Craft owner 10/2/09
(Signature) (Title) Submitted on (Date)

Note: CTDOL will assume all hours worked were performed under Section A unless clearly delineated as Section B WWS-CP1 as such. Should an employee perform work under both Section A and Section B, the hours worked and wages paid must be segregated for reporting purposes.

THIS IS A PUBLIC DOCUMENT
DO NOT INCLUDE SOCIAL SECURITY NUMBERS

Information Bulletin

Occupational Classifications

The Connecticut Department of Labor has the responsibility to properly determine "*job classification*" on prevailing wage projects covered under C.G.S. Section 31-53(d).

Note: This information is intended to provide a sample of some occupational classifications for guidance purposes only. It is not an all-inclusive list of each occupation's duties. This list is being provided only to highlight some areas where a contractor may be unclear regarding the proper classification. If unsure, the employer should seek guidelines for CTDOL.

Below are additional clarifications of specific job duties performed for certain classifications:

- **ASBESTOS WORKERS**

Applies all insulating materials, protective coverings, coatings and finishes to all types of mechanical systems.

- **ASBESTOS INSULATOR**

Handle, install apply, fabricate, distribute, prepare, alter, repair, dismantle, heat and frost insulation, including penetration and fire stopping work on all penetration fire stop systems.

- **BOILERMAKERS**

Erects hydro plants, incomplete vessels, steel stacks, storage tanks for water, fuel, etc. Builds incomplete boilers, repairs heat exchanges and steam generators.

- **BRICKLAYERS, CEMENT MASONS, CEMENT FINISHERS, MARBLE MASONS, PLASTERERS, STONE MASONS, PLASTERERS. STONE MASONS, TERRAZZO WORKERS, TILE SETTERS**

Lays building materials such as brick, structural tile and concrete cinder, glass, gypsum, terra cotta block. Cuts, tools and sets marble, sets stone, finishes concrete, applies decorative steel, aluminum and plastic tile, applies cements, sand, pigment and marble chips to floors, stairways, etc.

- **CARPENTERS, MILLWRIGHTS. PILEDRIVMEN. LATHERS. RESILEINT FLOOR LAYERS, DOCK BUILDERS, DIKERS, DIVER TENDERS**

Constructs, erects, installs and repairs structures and fixtures of wood, plywood and wallboard. Installs, assembles, dismantles, moves industrial machinery. Drives piling into ground to provide foundations for structures such as buildings and bridges, retaining walls for earth embankments, such as cofferdams. Fastens wooden, metal or rockboard lath to walls, ceilings and partitions of buildings, acoustical tile layer, concrete form builder. Applies firestopping materials on fire resistive joint systems only. Installation of curtain/window walls only where attached to wood or metal studs. Installation of insulated material of all types whether blown, nailed or attached in other ways to walls, ceilings and floors of buildings. Assembly and installation of modular furniture/furniture systems. Free-standing furniture is not covered. This includes free standing: student chairs, study top desks, book box desks, computer furniture, dictionary stand, atlas stand, wood shelving, two-position information access station, file cabinets, storage cabinets, tables, etc.

- **LABORER, CLEANING**

- The clean up of any construction debris and the general (heavy/light) cleaning, including sweeping, wash down, mopping, wiping of the construction facility and its furniture, washing, polishing, and dusting.

- **DELIVERY PERSONNEL**

- If delivery of supplies/building materials is to one common point and stockpiled there, prevailing wages are not required. If the delivery personnel are involved in the distribution of the material to multiple locations within the construction site then they would have to be paid prevailing wages for the type of work performed: laborer, equipment operator, electrician, ironworker, plumber, etc.

- An example of this would be where delivery of drywall is made to a building and the delivery personnel distribute the drywall from one "stockpile" location to further sub-locations on each floor. Distribution of material around a construction site is the job of a laborer or tradesman, and not a delivery personnel.

- **ELECTRICIANS**

Install, erect, maintenance, alteration or repair of any wire, cable, conduit, etc., which generates, transforms, transmits or uses electrical energy for light, heat, power or other purposes, including the Installation or maintenance of telecommunication, LAN wiring or computer equipment, and low voltage wiring. ****License required per Connecticut General Statutes: E-1,2 L-5,6 C-5,6 T-1,2 L-1,2 V-1,2,7,8,9.***

- **ELEVATOR CONSTRUCTORS**

Install, erect, maintenance and repair of all types of elevators, escalators, dumb waiters and moving walks. **License required by Connecticut General Statutes: R-1,2,5,6.*

- **FORK LIFT OPERATOR**

Laborers Group 4) Mason Tenders - operates forklift solely to assist a mason to a maximum height of nine (9) feet only.

Power Equipment Operator Group 9 - operates forklift to assist any trade, and to assist a mason to a height over nine (9) feet.

- **GLAZIERS**

Glazing wood and metal sash, doors, partitions, and 2 story aluminum storefronts. Installs glass windows, skylights, store fronts and display cases or surfaces such as building fronts, interior walls, ceilings and table tops and metal store fronts. Installation of aluminum window walls and curtain walls is the "joint" work of glaziers and ironworkers, which require equal composite workforce.

- **IRONWORKERS**

Erection, installation and placement of structural steel, precast concrete, miscellaneous iron, ornamental iron, metal curtain wall, rigging and reinforcing steel. Handling, sorting, and installation of reinforcing steel (rebar). Metal bridge rail (traffic), metal bridge handrail, and decorative security fence installation. Installation of aluminum window walls and curtain walls is the "joint" work of glaziers and ironworkers which require equal composite workforce.

- **INSULATOR**

- Installing fire stopping systems/materials for "Penetration Firestop Systems": transit to cables, electrical conduits, insulated pipes, sprinkler pipe penetrations, ductwork behind radiation, electrical cable trays, fire rated pipe penetrations, natural polypropylene, HVAC ducts, plumbing bare metal, telephone and communication wires, and boiler room ceilings.

- **LABORERS**

Acetylene burners, asphalt rakers, chain saw operators, concrete and power buggy operator, concrete saw operator, fence and guard rail erector (except metal bridge rail (traffic), decorative security fence (non-metal)).

installation.), hand operated concrete vibrator operator, mason tenders, pipelayers (installation of storm drainage or sewage lines on the street only), pneumatic drill operator, pneumatic gas and electric drill operator, powermen and wagon drill operator, air track operator, block paver, curb setters, blasters, concrete spreaders.

- **PAINTERS**

Maintenance, preparation, cleaning, blasting (water and sand, etc.), painting or application of any protective coatings of every description on all bridges and appurtenances of highways, roadways, and railroads. Painting, decorating, hardwood finishing, paper hanging, sign writing, scenic art work and drywall hhg for any and all types of building and residential work.

- **LEAD PAINT REMOVAL**

- Painter's Rate
 1. Removal of lead paint from bridges.
 2. Removal of lead paint as preparation of any surface to be repainted.
 3. Where removal is on a Demolition project prior to reconstruction.
- Laborer's Rate
 1. Removal of lead paint from any surface NOT to be repainted.
 2. Where removal is on a *TOTAL* Demolition project only.

- **PLUMBERS AND PIPEFITTERS**

Installation, repair, replacement, alteration or maintenance of all plumbing, heating, cooling and piping. ****License required per Connecticut General Statutes: P-1,2,6,7,8,9 J-1,2,3,4 SP-1,2 S-1,2,3,4,5,6,7,8 B-1,2,3,4 D-1,2,3,4.***

- **POWER EQUIPMENT OPERATORS**

Operates several types of power construction equipment such as compressors, pumps, hoists, derricks, cranes, shovels, tractors, scrapers or motor graders, etc. Repairs and maintains equipment. ****License required, crane operators only, per Connecticut General Statutes.***

- **ROOFERS**

Covers roofs with composition shingles or sheets, wood shingles, slate or asphalt and gravel to waterproof roofs, including preparation of surface. (demolition or removal of any type of roofing and or clean-up of any and all areas where a roof is to be relaid.)

- **SHEETMETAL WORKERS**

Fabricate, assembles, installs and repairs sheetmetal products and equipment in such areas as ventilation, air-conditioning, warm air heating, restaurant equipment, architectural sheet metal work, sheetmetal roofing, and aluminum gutters. Fabrication, handling, assembling, erecting, altering, repairing, etc. of coated metal material panels and composite metal material panels when used on building exteriors and interiors as soffits, fascia, louvers, partitions, canopies, cornice, column covers, awnings, beam covers, cladding, sun shades, lighting troughs, spires, ornamental roofing, metal ceilings, mansards, copings, ornamental and ventilation hoods, vertical and horizontal siding panels, trim, etc. The sheet metal classification also applies to the vast variety of coated metal material panels and composite metal material panels that have evolved over the years as an alternative to conventional ferrous and non-ferrous metals like steel, iron, tin, copper, brass, bronze, aluminum, etc. Fabrication, handling, assembling, erecting, altering, repairing, etc. of architectural metal roof, standing seam roof, composite metal roof, metal and composite bathroom/toilet partitions, aluminum gutters, metal and composite lockers and shelving, kitchen equipment, and walk-in coolers. To include testing and air –balancing ancillary to installation and construction.

- **SPRINKLER FITTERS**

Installation, alteration, maintenance and repair of fire protection sprinkler systems.

****License required per Connecticut General Statutes: F-1,2,3,4.***

- **TILE MARBLE AND TERRAZZO FINISHERS**

Assists and tends the tile setter, marble mason and terrazzo worker in the performance of their duties.

- **TRUCK DRIVERS**

~How to pay truck drivers delivering asphalt is under REVISION~

Truck Drivers are requires to be paid prevailing wage for time spent "working" directly on the site. These drivers remain covered by the prevailing wage for any time spent transporting between the actual construction location and facilities (such as fabrication, plants, mobile factories, batch plant, borrow pits, job headquarters, tool yards, etc.) dedicated exclusively, or nearly so, to performance of the contract or project, which are so located in proximity to the actual construction location that it is reasonable to include them. ****License required, drivers only, per Connecticut General Statutes.***

For example:

- Material men and deliverymen are not covered under prevailing wage as long as they are not directly involved in the construction process. If, they unload the material, they would then be covered by prevailing wage for the classification they are performing work in: laborer, equipment operator, etc.
- Hauling material off site is not covered provided they are not dumping it at a location outlined above.
- Driving a truck on site and moving equipment or materials on site would be considered covered work, as this is part of the construction process.

➤ *Any questions regarding the proper classification should be directed to:*
Public Contract Compliance Unit
Wage and Workplace Standards Division
Connecticut Department of Labor
200 Folly Brook Blvd, Wethersfield, CT 06109
(860) 263-6790.

**Connecticut Department of Labor
Wage and Workplace Standards Division
FOOTNOTES**

- ⇒ Please Note: If the “Benefits” listed on the schedule for the following occupations includes a letter(s) (+ a or + a+b for instance), refer to the information below.

Benefits to be paid at the appropriate prevailing wage rate for the listed occupation.

If the “Benefits” section for the occupation lists only a dollar amount, disregard the information below.

Bricklayers, Cement Masons, Cement Finishers, Concrete Finishers, Stone Masons
(Building Construction) and
(Residential- Hartford, Middlesex, New Haven, New London and Tolland Counties)

- a. Paid Holiday: Employees shall receive 4 hours for Christmas Eve holiday provided the employee works the regularly scheduled day before and after the holiday. Employers may schedule work on Christmas Eve and employees shall receive pay for actual hours worked in addition to holiday pay.

Elevator Constructors: Mechanics

- a. Paid Holidays: New Year’s Day, Memorial Day, Independence Day, Labor Day, Veterans’ Day, Thanksgiving Day, Christmas Day, plus the Friday after Thanksgiving.
- b. Vacation: Employer contributes 8% of basic hourly rate for 5 years or more of service or 6% of basic hourly rate for 6 months to 5 years of service as vacation pay credit.

Glaziers

- a. Paid Holidays: Labor Day and Christmas Day.

Power Equipment Operators

(Heavy and Highway Construction & Building Construction)

- a. Paid Holidays: New Year’s Day, Good Friday, Memorial day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day, provided the employee works 3 days during the week in which the holiday falls, if scheduled, and if scheduled, the working day before and the working day after the holiday. Holidays falling on Saturday may be observed on Saturday, or if the employer so elects, on the preceding Friday.

Ironworkers

- a. Paid Holiday: Labor Day provided employee has been on the payroll for the 5 consecutive work days prior to Labor Day.

Laborers (Tunnel Construction)

- a. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. No employee shall be eligible for holiday pay when he fails, without cause, to work the regular work day preceding the holiday or the regular work day following the holiday.

Roofers

- a. Paid Holidays: July 4th, Labor Day, and Christmas Day provided the employee is employed 15 days prior to the holiday.

Sprinkler Fitters

- a. Paid Holidays: Memorial Day, July 4th, Labor Day, Thanksgiving Day and Christmas Day, provided the employee has been in the employment of a contractor 20 working days prior to any such paid holiday.

Truck Drivers

(Heavy and Highway Construction & Building Construction)

- a. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas day, and Good Friday, provided the employee has at least 31 calendar days of service and works the last scheduled day before and the first scheduled day after the holiday, unless excused.

Rev. 7/1/19

Work Change Directive No. _____

Date of Issuance: _____ Effective Date: _____
Owner: _____ Owner's Contract No.: _____
Contractor: _____ Contractor's Project No.: _____
Engineer: _____ Engineer's Project No.: _____
Project: Town Green Improvements Contract Name: Same as project

Contractor is directed to proceed promptly with the following change(s):

Description:

Attachments: *[List documents supporting change]*

Purpose for Work Change Directive:

Directive to proceed promptly with the Work described herein, prior to agreeing to changes on Contract Price and Contract Time, is issued due to: *[check one or both of the following]*

- ☐ Non-agreement on pricing of proposed change.
☐ Necessity to proceed for schedule or other Project reasons.

Estimated Change in Contract Price and Contract Times (non-binding, preliminary):

Contract Price \$ _____ [increase] [decrease].
Contract Time _____ days [increase] [decrease].

Basis of estimated change in Contract Price:

- ☐ Lump Sum ☐ Unit Price
☐ Cost of the Work ☐ Other

RECOMMENDED:

AUTHORIZED BY:

RECEIVED:

By: _____ Engineer (Authorized Signature)	By: _____ Owner (Authorized Signature)	By: _____ Contractor (Authorized Signature)
Title: _____	Title: _____	Title: _____
Date: _____	Date: _____	Date: _____

Approved by Funding Agency (if applicable)

By: _____ Date: _____
Title: _____

Change Order No. _____

Date of Issuance:

Effective Date:

Owner: Town of Bolton, CT

Owner's Contract No.:

Contractor:

Contractor's Project No.:

Engineer: Nathan L. Jacobson & Associates, Inc.

Engineer's Project No.: 0963-0057

Project: Town Green Improvements

Contract Name: Same as Project

The Contract is modified as follows upon execution of this Change Order:

Description:

Attachments: *[List documents supporting change]*

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES <i>[note changes in Milestones if applicable]</i>
Original Contract Price: \$ _____	Original Contract Times: Substantial Completion: _____ Ready for Final Payment: _____ days or dates
[Increase] [Decrease] from previously approved Change Orders No. ____ to No. ____: \$ _____	[Increase] [Decrease] from previously approved Change Orders No. ____ to No. ____: Substantial Completion: _____ Ready for Final Payment: _____ days
Contract Price prior to this Change Order: \$ _____	Contract Times prior to this Change Order: Substantial Completion: _____ Ready for Final Payment: _____ days or dates
[Increase] [Decrease] of this Change Order: \$ _____	[Increase] [Decrease] of this Change Order: Substantial Completion: _____ Ready for Final Payment: _____ days or dates
Contract Price incorporating this Change Order: \$ _____	Contract Times with all approved Change Orders: Substantial Completion: _____ Ready for Final Payment: _____ days or dates

RECOMMENDED:

ACCEPTED:

ACCEPTED:

By: _____
Engineer (if required)

By: _____
Owner (Authorized Signature)

By: _____
Contractor (Authorized Signature)

Title: _____

Title: _____

Title: _____

Date: _____

Date: _____

Date: _____

Approved by Funding Agency (if applicable)

By: _____
Title: _____

Date: _____

Field Order _____

Date of Issuance:		Effective Date:	
Owner:	Town of Bolton, CT	Owner's Contract No.:	
Contractor:		Contractor's Project No.:	
Engineer:	Nathan L. Jacobson & Assoc., Inc.	Engineer's Project No.:	0963-0057
Project:	Town Green Improvements	Contract Name:	Same as Project

Contractor is hereby directed to promptly execute this Field Order, issued in accordance with General Conditions Paragraph 11.01, for minor changes in the Work without changes in Contract Price or Contract Times. If Contractor considers that a change in Contract Price or Contract Times is required, submit a Change Proposal before proceeding with this Work.

Reference: _____
Specification(s) Drawing(s) / Detail(s)

Description:

Attachments:

ISSUED:

RECEIVED:

By: _____ Engineer (Authorized Signature)	By: _____ Contractor (Authorized Signature)
--	--

Title: _____	Title: _____
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Date: _____	Date: _____
-------------	-------------

Copy to: Owner

SECTION 01 00 50 - SPECIFICATION FORMAT

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. This Section generally describes the Contract Document Specification format and is provided as a supplementary aid.
- B. This Section identifies the Standard Specifications.

1.02 GENERAL FORMAT

- A. The Specifications are arranged generally according to the Construction Specifications Institute (CSI) format.
- B. Most technical and construction related requirements are specified in the technical sections, which are grouped by CSI into fifty (50) major divisions according to trade or type of work. All major divisions may not be utilized on any particular contract.
- C. Technical sections are arranged in numerical order; however, section numbers may not be consecutive from section to section.
- D. Most sections are generally broken down into three parts:
 - 1. PART 1 - GENERAL
 - 2. PART 2 - PRODUCTS
 - 3. PART 3 - EXECUTION
- E. Paragraph designations are subordinate to each part.
- F. The format described hereinabove is general and flexible in nature. Some overlapping of information between the various portions of the Specifications. In all cases, the entire requirements of the Contract Documents, as a whole, apply and shall be met.

1.03 EXPLANATIONS

- A. Descriptions - Technical sections typically begin with a paragraph entitled "SECTION INCLUDES", "SCOPE", or similar wording. This paragraph provides a brief non-inclusive description of the work generally specified in that Section. Requirements of the entire Contract Documents apply, whether or not specifically mentioned in said descriptions.
- B. Related Requirements - Technical sections may provide a list of other specifications that may contain work closely related to the specified work. Such listings are non-inclusive.
- C. These specifications are written in imperative mood. This imperative language is directed to the Contractor, unless specifically noted otherwise.

1.04 STANDARD SPECIFICATIONS

- A. The Standard Specifications referred to in this Contract Document shall be the Connecticut Department of Transportation Standard Specifications for Roads, Bridges, Facilities, and Incidental Construction, Form 819, 2024, as amended to date in the Specifications for this contract. Unless otherwise noted, only the "Materials" and/or "Construction Methods" portions of the Standard Specifications shall apply, including such supplements or

amendments thereto included herein. Within the referred to portions of the Standard Specifications wherein the following terms are used, such terms shall mean respectively:

<u>Terms Used</u>	<u>Meaning for this Contract</u>
Owner and/or State	Town of Bolton, Connecticut
Engineer	Nathan L. Jacobson & Associates, Inc.

1.05 DEFINITIONS

- A. "Typical" means representative or indicative of features or work shown elsewhere but not specifically called out. Where an item of work is identified as "typical", such work shall apply to all such similar instances whether specifically identified or not.

PART 2 PRODUCTS

(Not Used)

PART 3 EXECUTION

(Not Used)

END OF SECTION

SECTION 01 11 00 - SUMMARY OF WORK

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Work in general.
- B. Work by others.
- C. Contractor's use of site.
- D. Owner occupancy.

1.02 WORK IN GENERAL

- A. The Work to be performed consists principally of the removal and replacement of existing storm drainage and structures, along with site restoration.

1.03 WORK BY OTHERS

- A. The Owner will perform or coordinate others to perform the work identified on the Drawings as "By Others" or "Not in Contract".

1.04 CONTRACTOR'S USE OF SITE

- A. Access to site – Bolton Center Road to Old Bolton Road.
- B. Construction staging - If needed, the Contractor shall be responsible for securing such areas and making his own agreements with the owner on whose property the construction staging will take place.
- C. Hours for construction operations shall be limited to 7:00 AM to 5:00 PM Monday through Saturday.
- D. Existing Utilities
 1. Obtain written authorization of the utility service recipients prior to interrupting a utility service.
 2. Contact utility owners to coordinate the relocation/protection of their utilities on the Project site a minimum of two weeks prior to the start of any work on the Project involving their utilities. The Contractor is responsible for coordination of utility work and its integration with the overall project schedule, so as not to delay the progress of the Work.
 3. Various underground and overhead utilities may be located within and adjacent to the Contract area. In all cases, whether underground structures have or have not been delineated, the Owner and Engineer accept no responsibility for their location and such locations as shown on the Drawings are to be considered approximate only.
 4. Various overhead utilities lines may exist adjacent to the Contract area. The Contractor, prior to commencement of construction, shall take all appropriate safety steps to ensure that these lines are secured from contact or physical damage during construction unless otherwise provided for in the Contract Documents. Unless otherwise specifically provided

for, no additional compensation will be considered for any required relocation, temporary support, protection, or other costs involved with or about these facilities.

5. Contact "Call Before You Dig" (1-800-922-4455 or www.cbyd.com) prior initiating any subsurface work. Obtain subsurface survey investigation service from a qualified subcontractor to locate private underground utilities if present on-site. Maintain underground utility location markings. Notify utility company of any utility location markings that become removed during construction to replace markings.
 6. Ensure that utility valve boxes and manholes are readily accessible at all times. Do not store materials over such facilities. Should it become necessary to cover boxes or manholes with spoil, devise a method for locating them quickly, and assist the utility company in uncovering them. All such facilities shall be left uncovered during non-working hours.
- E. Phasing of the construction to facilitate minimal inconvenience to the traveling public may be indicated on the Drawings. If so, such phasing shall not be deviated from without prior approval of the Engineer.
- F. Obtain written consent from private property owners prior to encroaching on any portion of their property beyond the temporary or permanent easement boundaries as defined by the Owner.
- 1.05 OWNER OCCUPANCY
- A. The Owner may choose to occupy all or a portion of the nearly completed Project.
- B. The opening of a roadway or parking area shall not be held to be in any way an acceptance of the Work, or any part of it, or as a waiver of any of the requirements of the Contract Documents as a whole. The opening of a roadway or parking area or portion thereof shall not constitute a basis for claims for damage due to interruptions to, or interference with, the Contractor's operations.
- C. Necessary repairs on any section of a roadway or parking area due to its being opened to traffic under instructions from the Owner, pending completion of the Work, shall be performed at the expense of the Contractor - except that when damage was caused as a result of the Owner's equipment engaged in the control of snow and ice, the Contractor shall be reimbursed by the Owner. When the damage was caused by a traffic accident, the Contractor shall seek recovery from the responsible person through means available to him.
- D. Cooperate with Owner to minimize conflict and to facilitate Owner's operations. Schedule the Work to accommodate this requirement.

PART 2 PRODUCTS

(Not Used)

PART 3 EXECUTION

(Not Used)

END OF SECTION

SECTION 01 22 00 - MEASUREMENT AND PAYMENT

PART 1 GENERAL

1.01 SCOPE

- A. This Section specifies measurement and payment requirements.

PART 2 MEASUREMENTS

2.01 MEASUREMENT REQUIREMENTS

- A. Assist Engineer in performing required measurements. Allow for and afford the Engineer ample time, space and equipment to make measurements.
- B. Notify Engineer, as far in advance as possible, of the making of measurements so that the Engineer may observe existing conditions, work being performed and measurements being made.
- C. Notify Engineer where payments are anticipated by the Contractor for removing rock and existing materials. Upon notification the Engineer shall inspect, verify, and measure the materials to be removed.
- D. Measurements for payment shall not exceed the limits shown on the Drawings or indicated in the Specifications, unless written approval is provided by the Engineer.
- E. Provide weight slips to Engineer for deliveries where measurement for payment is on a weight basis. All deliveries shall be made on a state certified scale.

PART 3 PAYMENTS

3.01 PAYMENT REQUIREMENTS

- A. Payments will only be made for pay items stipulated in the Bid. All costs in connection with the Work shall be included in one or more of the pay items.
- B. Work requiring measurements will not be paid for without compliance, verified by the Engineer, to the Measurement Requirements specified in this Section and the measurement and payment requirements specified in the pay item's Specification Section.
- C. No payments will be made for costs incurred by the Contractor that are associated with the repair or remediation of damages caused by the Contractor during construction operations.

END OF SECTION

SECTION 01 32 23 - FIELD ENGINEERING AND SURVEYS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. This Section includes procedures and general requirements for preparing to install, erect, or apply products identified in the Work.

1.02 RELATED REQUIREMENTS

- A. Section 01 78 39 - Project Record Documents

1.03 QUALITY ASSURANCE

- A. Survey, layout, and related work shall be performed by persons fully qualified to do such work, as approved by the Engineer.
- B. Replacement of property markers damaged or removed shall be performed under the direction of a land surveyor licensed in the Project's state.

PART 2 PRODUCTS

2.01 GENERAL

- A. Provide surveys, to the accuracy required by the Engineer, by regulatory agencies, or as required for the proper prosecution of the Work.
- B. Materials shall be of good professional quality and in first-class condition.

2.02 MATERIALS

- A. Furnish instruments, tapes, rods, measures, mounts and tripods, and other equipment required to perform the Work.
- B. Provide stakes and hubs, nails, ribbons, other reference markers, and other materials required to perform the Work.
- C. Lasers, transits, and other instruments shall be calibrated and maintained in accurate calibration.

PART 3 EXECUTION

3.01 GENERAL

- A. Take extreme care to cause minimal to no disturbance to existing property and the landscape in general.

3.02 EXISTING MONUMENTS AND POINTS

- A. Protect monuments, survey markers, and survey points and safe-guard against their displacement or removal.

- B. Replace survey points that become accidentally or intentionally disturbed or removed during the Work.

3.03 LINES AND GRADES

- A. Stake out the proposed Work and set grade stakes.
- B. Preserve all stakes, benchmarks, nails and other markers, set or established along the line of the work.
- C. Maintain grade lines throughout the duration of construction of pipe lines laid at specified gradient. When necessary to remove a grade marker for construction operations, maintain grade lines parallel with the trench extending along at least three grade markers.
- D. Obtain working and construction lines and grades from these base lines and benchmarks shown on the Drawings.
- E. Preserve marks given.
- F. Reset marks if destroyed or removed without authority.
- G. Work done without lines or levels or instructions shall be removed and replaced.
- H. In conjunction with maintaining proper grades and alignment of the Work, the occasion may occur when batter boards, double side lines, or similar controls will be desired. In establishing these controls, only approved survey devices will be allowed. The use of a "line level" is not permitted.
- I. Keep the Engineer informed of Work times and places in order that the Engineer may have an ample opportunity to furnish and/or to check the lines and elevations with a minimum of inconvenience to the Engineer or of delay to the Contractor.

END OF SECTION

SECTION 01 33 00 - SUBMITTAL PROCEDURES

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. This Section includes the types of submittals required, procedures for making submittals, the preparation of submittals, and the times submittals are required.
- B. Additional submittals are required by the Information for Bidders, the General Conditions and the Supplementary Conditions. Such submittals generally include: Proposal and Bidding Documents; insurance policies; certification of bond and insurance coverage; applications for payment; requests for Change Orders; guarantees; permits; certifications and documents required by Federal, State and Local authorities; submittals required by utility companies and other persons, firms, or organizations; plans required by specifications; and other such submittals.

PART 2 SUBMITTALS

2.01 GENERAL

- A. Submittals shall be complete, exact, neat, clear, and legible.

2.02 PRELIMINARY SCHEDULES

- A. Provide a Progress Schedule and Schedule of Submittals.
 - 1. Include in the Progress Schedule an estimated time for fabrication and delivery of the materials and equipment required for Work.
 - 2. If the Work falls behind current Progress Schedule, submit revised schedule that adopts additional means and procedures in construction to make up time and assure Project completion by the time allotted in the Agreement.

2.03 SHOP DRAWINGS

- A. Shop Drawings include certifications, product data, technical data, delegated designs, pre-driving documents, and test reports.
- B. Include layout drawings when required for fabricated work, for manufactured items, and for other items specifically required by the Specifications.
- C. Review shop drawings prepared by Subcontractors, suppliers, or manufacturers prior to submitting to the Engineer.
- D. Certifications shall be properly authenticated by the written signature, in ink, of an owner, officer, or a duly authorized representative of the person, firm, or organization issuing such certification when requested in the Specification Section.

2.04 SAMPLES

- A. Materials, supplies and equipment incorporated in the Work shall be in accordance with samples submitted by the Contractor and approved by the Engineer. The Engineer's approval shall be only for conformance with the design concept of the Project and for compliance with the information given in the Contract Documents and will not be for the purpose of checking

dimensions, weights, clearances, fittings, tolerances, interferences, coordination of trades or contractors or similar items.

- B. Wherever the Specifications set forth or imply the performance required of any material, equipment or process; secure certificates from the manufacturer or supplier of the same certifying to the Contractor and the Owner jointly that the material, equipment or process will meet in every way the performance so required. Certificates must be turned over to the Engineer by the Contractor before approval will be given to the furnishing and installing of any such material, equipment, or process.
- C. Materials specified by reference to the number or symbol of a specific standard, such as an ASTM Standard, a Federal Specification or other similar standard, shall comply with requirements in the latest revision thereof and any amendment or supplement thereto in effect on the date of the Advertisement for Bids, except as limited to type, class or grade, or modified in such reference. The standards referred to, except as modified in the Specifications, shall have full force and effect as though printed herein.
- D. Materials incorporated in the Work shall be new, of standard and first grade quality, and of the best workmanship and design. No inferior or low-grade materials will be either approved or accepted, and work of assembly and construction must be done in a neat, first-class and workmanlike manner.

PART 3 SUBMITTAL PROCEDURES

3.01 GENERAL

- A. Submit shop drawings and other submittals electronically as PDF files to the Engineer unless otherwise noted in the Specification Section or requested by Owner or Engineer. Alternatively, submit four (4) hard copies of paper submittals in place of electronic submittals.
- B. Submit samples as indicated in the Specification Section.
- C. Use a submittal sheet in the format provided by the Engineer with each submittal. Fill out the submittal sheet in its entirety. Omission of any information required on the submittal sheet is grounds for the submittal to be returned to the Contractor without review.
- D. Include the Contractor's stamp of approval on Shop Drawings to comply with General Conditions Article 7.16.A.2. Indicate the Specification section, material, manufacturer's catalog numbers, and the use for which intended on each submittal. Samples not in compliance in this respect will be returned to the Contractor for proper resubmission without review.
- E. Make submittals far enough in advance of anticipated dates, as presented in the Schedule of Submittals, for incorporation of that respective item into the Work, such that sufficient time is allowed for Engineer's review, resubmittals, and subsequent Engineer's reviews, ordering, manufacturing, fabrication, delivery, and preparation for installation or construction. No extension to the Contract time will be granted for failure of compliance in this respect.

3.02 SHOP DRAWINGS

- A. The Engineer may hold Shop Drawings where a partial submission cannot be reviewed until the complete submission has been received or where Shop Drawings cannot be reviewed until correlated items affected by them have been received. When the Engineer holds up

such Shop Drawings, the Engineer shall so advise the Contractor in writing that the drawings submitted will not be reviewed until all related items have been received.

- B. After review, the Engineer will stamp the Shop Drawing submittal "Approved," "Approved as Corrected," "Revise and Resubmit", or "Not Approved". The Engineer will return the reviewed Shop Drawing submittal electronically as a PDF file. In the case of a Shop Drawing which is reviewed and stamped "Revise and Resubmit" or "Not Approved" the Contractor shall make all indicated corrections and resubmit. The Contractor shall note on resubmission the changes from earlier submissions whether or not called for by the Engineer.
- C. If a Shop Drawing involves only a minor deviation from the requirements of the Contract Documents and such deviation is in the best interests of the Owner and does not involve a change in Contract Price or Contract Time, the Engineer may approve the drawing. The approval shall be general, shall not relieve the Contractor from his responsibility for adherence to the Contract Documents or for any error in the drawing.
- D. Furnish to other Project Contractors as many additional copies of approved Shop Drawings, machinery details, layout drawings, etc., as are necessary for the proper coordination of the Work.
- E. The Engineer's review and approval of Shop Drawings shall be only for conformance with the design concept of the Project and for compliance with the information given in the Contract Documents, and will not be for the purpose of checking dimensions, weights, clearances, fittings, tolerances, interferences, coordination of trades or contractors, or similar items. The approval of a separate item as such will not indicate approval of the assembly in which the item functions. Further, approval by the Engineer of Shop Drawings shall not relieve the Contractor from responsibility for (1) errors of any sort in submittals; or (2) deviations from Drawings and Specifications unless the Contractor, at the time of submission, has given notice to the Engineer of any such deviations, flagged by marks and writing in red ink on the Shop Drawings or in an accompanying letter.
- F. Material should not be purchased or fabricated for equipment or structures until the Engineer has reviewed the Shop Drawings, which shall represent all materials and equipment involved in the Work. No materials or equipment should be delivered to the site until the Shop Drawings have been approved. Any action by the Contractor contrary to the foregoing will be the Contractor's responsibility. Materials ordered or delivered to the site of the Work, prior to approval of the Shop Drawings by the Engineer, will be rejected by the Engineer should they prove unacceptable for the Work.

3.03 SAMPLES

- A. Each manufacturer's or supplier's certificate shall be endorsed or accompanied by the Contractor's certificate that the material certified by the manufacturer or supplier will be the material incorporated in the Work.

3.04 ATTACHMENT

- A. Example of Contractor's Stamp of Approval

Contractor's Stamp of Approval

(Contractor's Name)

(Contractor's Name) certifies, to the Owner and Engineer, that it has either determined, checked and verified all quantities, dimensions, field measurements, field construction criteria, materials, catalog numbers and similar data, or assumes full responsibility for doing so, and has reviewed or coordinated this submittal with the requirements of the Work and the Contract Documents.

By: _____

Date: _____

Submittal No. _____

END OF SECTION

SECTION 01 45 00 - QUALITY CONTROL

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. This Section includes administrative and procedural requirements for testing to evaluate completed activities and elements for conformance with the requirements.
- B. This Section supplements the various paragraphs of these Specifications that specify testing requirements.

1.02 SUBMITTALS

- A. Submit copy of report of inspection of facilities made by Materials Reference Laboratory of National Bureau of Standards during the most recent tour of inspection, with memorandum of remedies of any deficiencies reported by the inspection.
- B. Submit the preliminary design mix proposed to be used for concrete and other material mixes which require control by laboratory.
- C. Submit a copy of each test and inspection report to Engineer. Each report shall include:
 - 1. Date issued.
 - 2. Project title and number.
 - 3. Testing laboratory name, address and telephone number.
 - 4. Name and signature of laboratory inspector.
 - 5. Name, signature, and certification of responsible officer of testing agency.
 - 6. Date and time of sampling or inspection.
 - 7. Record of temperature and weather conditions.
 - 8. Date of test.
 - 9. Identification of product and Specification section.
 - 10. Location of sample or test in the Work.
 - 11. Type of inspection or test.
 - 12. Results of tests and compliance with Contract Documents.
 - 13. Interpretation of test results when requested by Engineer.

1.03 TESTING AGENCY QUALIFICATIONS

- A. Test Agency shall:
 - 1. Meet "Recommended Requirements for Independent Laboratory Qualification", published by American Council of Independent Laboratories;
 - 2. Meet basic requirements of ASTM E329, "Standards of Recommended Practice for Inspection and Testing Agencies for Concrete and Steel as Used in Construction";
 - 3. Be authorized to operate in the state in which Project is located;
 - 4. Be reputable, experienced, and capable of performing required tests.
- B. Testing equipment:
 - 1. Calibrated at reasonable intervals by devices of accuracy traceable to either:
 - a. National Bureau of Standards.
 - b. Accepted values of natural physical constants.

- C. The on-site portion of the required concrete testing, such as taking cylinder samples, testing slump, etc., may be performed by qualified persons other than the testing agency. Said persons shall be qualified by the American Concrete Institute as a Concrete Field Testing Technician - Grade I.

1.04 DELIVERY, STORAGE, AND HANDLING

- A. Use extreme care with taking, storing, handling, and delivering samples and test specimens to avoid breakage, damage, and disturbance.
- B. Deliver samples and test specimens to the laboratory or have the laboratory collect the samples and test specimens.

PART 2 PRODUCTS

(Not Used)

PART 3 EXECUTION

3.01 FIELD QUALITY CONTROL

- A. Engineer shall determine the following:
 - 1. Number of samples to be taken;
 - 2. Date and time samples will be taken and tests made;
 - 3. Number and type of tests to be performed;
 - 4. Who will collect the samples;
 - 5. How the samples will be handled and stored;
 - 6. When the laboratory is required at the site;
 - 7. And the required qualifications of the laboratory's employee.
- B. Engineer shall notify Contractor of the Engineer's decision to take samples and perform tests and provide the Contractor with pertinent information in this regard.

3.02 GENERAL

- A. Employ the services of an independent testing laboratory to perform specified testing unless specified otherwise.
 - 1. Obtain Owner approval of testing laboratory used to perform specified tests.
 - a. Owner reserves the right to disapprove the use of a previously approved testing laboratory. Should this occur, dispense of the disapproved testing laboratory services and retain services from a testing laboratory approved by Owner.
- B. Employment of the laboratory shall not relieve Contractor's obligations to perform the Work.
- C. Inspections and tests required by laws, ordinances, rules, regulations, orders for approval of public authorities.
- D. Provide own level of quality control. Tests called for in the Specifications shall not relieve the Contractor of this responsibility.
- E. Cooperate with laboratory personnel and provide access to work.
- F. Furnish incidental labor and facilities:

1. To provide access to work to be tested.
 2. To obtain and handle samples at the Project site or at the source of the product to be tested.
 3. To facilitate inspections and tests.
 4. For storage and curing of test sample.
- G. Secure and deliver to the laboratory adequate quantities of representational samples of materials proposed to be used and which require testing, as ordered by the Engineer.
- H. Notify laboratory sufficiently in advance of operations to allow for laboratory assignment of personnel and scheduling of tests.
- I. Notify Engineer at least 24 hours in advance of taking samples and performing tests.
- J. Cooperate with Engineer; provide qualified personnel during all levels of backfilling.
- K. Perform specified inspections, sampling, and testing of materials and methods of construction.
- L. Comply with specified standards.
- M. Ascertain compliance of materials with requirements of Contract Documents prior to incorporating material into the Work.
- N. Promptly notify Engineer of observed irregularities or deficiencies of work or products.
- O. Perform additional tests as required by Engineer or the Owner.
- P. Replace materials found defective through visual inspection by the Engineer regardless of test or analysis results performed by independent or mill agency. Independent or mill agencies shall perform tests and analyses in accordance with the applicable ASTM standards and be supplemented by visual inspection.
- Q. Laboratory is not authorized to:
1. Release, revoke, alter or enlarge on requirements of Contract Documents.
 2. Approve or accept any portion of the Work.
 3. Perform any duties of the Contractor.

END OF SECTION

SECTION 01 51 00 - TEMPORARY UTILITIES

PART 1 GENERAL

1.01 DESCRIPTION

- A. This Section includes procedures and requirements for installation, maintenance, and removal of temporary utilities and facilities used during construction.

1.02 QUALITY ASSURANCE

- A. Perform Work in accordance with the requirements of authorities having jurisdiction and as required by Federal, State, and Local laws, codes, regulations and ordinances, and these Specifications.

PART 2 PRODUCTS

2.01 GENERAL

- A. Provide products required to meet the conditions of Paragraph 1.02.A of this Specification.

2.02 SANITARY FACILITIES

- A. Provide a toilet facility for personnel of the job, Owner, and Engineer. Maintain in a sanitary manner. Screen toilet facilities from public observation. Obtain Owner approval for the facilities location(s) and method of waste disposal. Connect toilet waste to existing sanitary facilities where available.

2.03 POTABLE WATER

- A. Provide a potable drinking water supply for personnel of the job, Owner, and Engineer. Maintain in a sanitary manner.

2.04 WATER FOR CONSTRUCTION PURPOSES

- A. Abide by the rules and regulations of regulatory agencies having jurisdiction and make arrangements to obtain water required for the Work.

2.05 POWER, LIGHTING, AND HEATING

- A. Make arrangements for electric current or power required for the Work. Furnish temporary light and heat for such period of time and at such intensity or temperature as may be required for the proper protection and execution of the Work.

2.06 PARKING FACILITIES

- A. Do not park in locations that will create a nuisance, unsafe, or hazardous conditions.

PART 3 EXECUTION

3.01 GENERAL

- A. Provide and maintain all temporary utilities and facilities as necessary throughout the performance of the Work.
- B. Meet all applicable requirements of regulatory agencies.
- C. Remove temporary utilities and facilities when the need for them is gone. Restore disturbed areas.

END OF SECTION

SECTION 01 57 00 - TEMPORARY CONTROLS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. This Section includes procedures and requirements for temporary environmental controls during the Work.
- B. Oil absorbent booms and blankets.

1.02 QUALITY ASSURANCE

- A. Comply with the regulatory agencies having jurisdiction requirements. Failure to meet these requirements is sufficient grounds for suspension of the affected portion of the Work until such time as proper conditions are provided. No additional compensation or extension of time will be considered therefore.

1.03 SUBMITTALS

- A. Certifications that materials proposed for use meet the requirements of this specification, unless otherwise approved by the Engineer.
- B. Erosion and sediment control plan.

PART 2 PRODUCTS

2.01 GENERAL

- A. Furnish equipment and materials required to execute water control, erosion control, dust control, noise control, and pollution control.
- B. Furnish electronically driven equipment for night operations to the maximum extent possible to minimize noise.

2.02 MATERIALS

- A. Oil absorbent booms and blankets - As manufactured by Sorbent Products, Inc., as distributed by Atlantic Environmental Corporation, Trumbull, Connecticut.

PART 3 EXECUTION

3.01 GENERAL

- A. Provide and maintain temporary controls during construction.
- B. Remove temporary controls and restore disturbed areas as the Work progresses and when the need for such controls no longer exists.
- C. Maintain oil absorbent booms and blankets on Project site.

3.02 POLLUTION CONTROL

- A. Do not permit pollutants such as chemicals, fuels, lubricants, solvents, sewage, water containing sediments, and other deleterious, poisonous, toxic, or oxygen demanding substances to enter streams, lakes, other surface waters, or into the groundwater.
- B. Do not store, service, refuel, wash, or flush out vehicles in locations where leaks, spillage, waste materials, cleaners, or waters will be introduced into the soil, or flow into storm drains, wetlands, or watercourses. Immediately notify the Owner, Engineer, and the local water company of any containment spills.
- C. Remediate surface and ground waters damaged by construction operations to the satisfaction of the Owner, Engineer and the local water company.

3.03 FLOOD CONTROL

- A. Take necessary precautions and furnish equipment required to handle water, sewage, storm, seepage, surface, and flood flows which may be encountered during construction and assume associated costs.
- B. Provide for all water courses interrupted or rerouted during the progress of the Work.

3.04 EROSION CONTROL

- A. Take necessary measures to keep ground surface well drained, but in a manner to avoid erosion of embankments, excavations, the job site and public and private property.
- B. Provide excavation dewatering required for temporary control of erosion.
- C. Provide control of sedimentation from dewatering operations by the proper installation and maintenance of sediment basins, hay bales, filter bags, and/or other means as approved by the Engineer.
- D. Do not directly discharge dewatering operations to any wetlands, streams, storm drainage or any other surface water areas.
- E. Do not discharge dewatering operations to a sanitary sewer system.

3.05 DUST CONTROL

- A. Take the necessary measures to control dust resulting from the Work.
- B. Whenever directed by the Engineer, immediately apply water, calcium chloride, or other approved means to control dust at locations and in such quantities and frequencies as required to prevent dust from becoming a nuisance to the surrounding area.

3.06 NOISE CONTROL

- A. Maintain mufflers and noise control devices and replace when necessary. Operate construction equipment such that there will be a minimum amount of noise and vibration.
- B. Use electronically driven pumps and other equipment during night operations to the maximum extent possible.

3.07 OIL ABSORBENT BOOMS AND BLANKETS

- A. Continuously provide and maintain at each re-fueling area eighty (80) linear feet of new oil absorbent booms and four-hundred fifty (450) square feet of new oil absorbent blankets for the duration of the construction. As blankets and booms are used during the construction, the supply shall be continuously replaced, at all times maintaining the required quantity specified herein at each location.

END OF SECTION

SECTION 01 74 00 - CLEANING AND WASTE MANAGEMENT

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. This Section includes requirements for maintaining the site in a neat and clean condition during construction and requirements for final clean up prior to final payment.

1.02 CLEANING UP AND REMOVAL OF DEBRIS

- A. Clean up refuse, rubbish, excess or unused materials, scrap materials, and debris caused by construction operations at the end of each day and frequently enough to maintain a neat and orderly construction site.
- B. Before final payment, remove surplus material, falsework, temporary structures and their foundations, and debris of every nature resulting from construction operations and put the site in a neat orderly condition.
- C. Before final payment, restore material and equipment storage areas and areas disturbed by construction operations to the area's original condition, or to a condition satisfactory to and approved by the Owner.

PART 2 PRODUCTS

(Not Used)

PART 3 EXECUTION

(Not Used)

END OF SECTION

SECTION 01 77 00 - CLOSEOUT PROCEDURES

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. This Section includes the administration and procedural requirements for meeting satisfactory conditions for final inspection and acceptance of the Work.

1.02 QUALITY OF WORK

- A. Turn Work over to the Owner in good operating condition upon completion. Make such adjustments in the Work, additional tests, and all else as may be necessary, in the opinion of the Engineer, in order that all parts of the Work covered by such Contract will operate together, properly, in accordance with the intent of the Contract Documents.
- B. Upon completion of the Work and just prior to final inspection, clean up the site. The entire Project site, all areas that have been used for storage of materials and equipment and that have been disturbed by Contractor's operations and the Work, shall be in a clean and finished state.

PART 2 PRODUCTS

(Not Used)

PART 3 EXECUTION

3.01 GENERAL

- A. Furnish all labor, equipment, and materials required by Engineer to assist in the various types of inspections.

END OF SECTION

SECTION 01 78 39 - PROJECT RECORD DOCUMENTS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. This Section generally describes the requirements for Project Record Documents, including making of measurements, keeping of records and preparation of record documents of all work performed and all existing utilities and facilities encountered during the course of the Work.

1.02 PROJECT RECORD DOCUMENTS

- A. Maintain and keep on-site, throughout the progress of construction, a set of current, detailed field record drawings, to scale, indicating significant deviations from the Drawings, Shop Drawings, and/or installation drawings, and exact location of concealed work, including underground utilities. This requirement does not authorize any deviations without approval of the Engineer.
 - 1. The field record information shall be marked in a legible manner on prints of approved Shop Drawings and/or installation drawings furnished by the Contractor or, where such drawings do not apply, on prints of the Drawings furnished by the Engineer. The field information to be so marked shall include, but is not necessarily limited to:
 - a. Significant deviations of any nature made during construction.
 - b. Existing underground facilities encountered in the course of the Work.
 - c. Proposed underground facilities installed and relocated within the Contract.

1.03 MEASUREMENTS

- A. Conduct and record necessary measurements for Project Record Documents.
- B. Take at least three (3) tying measurements for each facility location point from permanent physical objects. The location of all such measurements shall be as approved by the Engineer.

1.04 SUBMITTALS

- A. Submit field record information marked on approved Shop Drawings and/or installation drawings and Contract Drawings to the Engineer upon completion of Work.

PART 2 PRODUCTS

(Not used)

PART 3 EXECUTION

(Not used)

END OF SECTION

SECTION 02 41 13 - DEMOLITION

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Demolition work as shown on the Drawings.

1.02 REFERENCE STANDARDS

- A. See Section 9.12 of the Standard Specifications in Section 34 71 24.

1.03 QUALITY ASSURANCE

- A. Comply with governing codes and regulations.
- B. Use experienced workmen.
- C. Protect new work and items to remain from damage during demolition.

PART 2 PRODUCTS

(Not Used)

PART 3 EXECUTION

3.01 DEMOLITION

- A. Remove items as indicated on the Drawings. Preserve items to be reused or relocated. Deliver items reserved for the Owner to the designated storage location. All other items shall become the property of the Contractor for salvage or disposal in a lawful manner.
- B. Remove pavement in area indicated on the Drawings.
- C. Remove existing concrete and masonry to a minimum depth of two (2) feet below the proposed grade. Where new structures are to be installed in the same location, remove existing concrete and masonry completely.
- D. Cease operations if public safety or remaining structures are endangered. Perform temporary corrective measures until operations can be continued properly.
- E. Maintain mailboxes for continuous mail delivery by the U.S. Postal Service. Comply with requirements of the U.S. Postal Service.

END OF SECTION

SECTION 03 30 00 - CAST-IN-PLACE CONCRETE

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Cast-in-place concrete.

1.02 RELATED REQUIREMENTS

- A. Section 31 23 16 - Excavation

1.03 REFERENCE STANDARDS

- A. Sections 6.01, M.01, and M.03 of the Standard Specifications.
- B. Sections 6.02 and M.06 of the Standard Specifications.
- C. ASTM A884 - Standard Specification for Epoxy-Coated Steel Wire and Welded Wire Reinforcement.
- D. ASTM C206 - Standard Specification for Finishing Hydrated Lime.
- E. ASTM C387 - Standard Specification for Packaged, Dry Combined Materials for Concrete and High Strength Mortar.
- F. ASTM C1714 - Standard Specification for Pre-blended Dry Mortar Mix for Unit Masonry.
- G. AASHTO M 284 - Standard Specification for Epoxy-Coated Reinforcing Bars: Materials and Coating Requirements.

1.04 SUBMITTALS

- A. Product Data:
 - 1. Submit concrete mix designs.
- B. Certifications - Submit the name, address, and telephone number of concrete plant proposed for use, proposed mix design, and a certification that:
 - 1. The batch plant used to produce the concrete has been inspected and approved by the Chief, Materials Section of the Connecticut Department of Transportation and that such approval is current and effective throughout the period when the concrete is produced for this Project.
 - 2. The concrete delivered to the project site conforms in all respects to the requirements of the mixture class specified.
- C. Delegated Design Submittal - Submit a Cold-Weather Concreting Plan if concrete placement or curing operations plan to take place during ambient air-temperatures below 40°F.
- D. Field Quality Control Submittal - Submit concrete delivery slips.

1.05 QUALITY ASSURANCE

- A. Comply with governing codes and regulations.

- B. Provide at least one person who shall be thoroughly familiar with the specified requirements, completely trained and experienced in the necessary skills, and who shall be present at the Project site and shall direct all work performed under this Section. Use adequate numbers of skilled workmen.
- C. Prepare design mixes for each type of concrete, using previously tested and approved materials. These mix designs shall be prepared under the supervision of a concrete technologist experienced in the special considerations of materials and mixes.

PART 2 PRODUCTS

2.01 MATERIALS

- A. Portland Cement Concrete
 - 1. Conform to Section M.03 of the Standard Specifications, as attached, for the class of concrete specified on the Drawings or indicated elsewhere within these specifications.
 - 2. Implementing substitutions for concrete ingredients following approval of design mixes is prohibited. Same materials must be used throughout construction of the Project, with adequate checking of the aggregate to assure uniformity with materials submitted for mix designs.
 - 3. Admixtures other than those specified shall be used only when and as approved by the Engineer.
 - 4. Calcium Chloride is prohibited.
 - 5. No concrete shall be delivered to the project site until mix designs have been approved.

PART 3 EXECUTION

3.01 PERFORMANCE

- A. Portland Cement Concrete - Conform to Section 6.01, Article 6.01.03 of the Standard Specifications.

3.02 FIELD QUALITY CONTROL

- A. Employ a laboratory to test concrete once per day or every seventy-five (75) cubic yards of concrete placement if more than seventy-five (75) cubic yards are poured within 24-hours. Testing methods shall be in accordance with ASTM C31, ASTM C143, ASTM C172, ASTM C231, and ASTM C1064.
- B. The Owner may employ a laboratory for acceptance testing of concrete. Such testing does not relieve the Contractor of responsibility for quality control for the Work and delivering the Work in compliance with specification requirements.
- C. Cooperate with and provide access to the Work for the testing laboratory.
- D. Should testing of a material fail to meet the specification requirements, the Contractor will be notified, and the Contractor shall resolve the problem as appropriate.

END OF SECTION

SECTION 31 10 00 - SITE PREPARATION

PART 1 GENERAL

- 1.01 SECTION INCLUDES
 - A. Clearing and grubbing.
- 1.02 RELATED REQUIREMENTS
 - A. Section 31 22 00 – Grading
 - B. Section 31 23 23 – Backfilling
 - C. Section 31 23 33 – Trenching
 - D. Section 31 25 00 - Soil Erosion and Sediment Control
- 1.03 QUALITY ASSURANCE
 - A. Comply with governing codes and regulations.

PART 2 PRODUCTS

- 2.01 MATERIALS
 - A. Clearing and Grubbing - Provide materials necessary for the proper performance of this portion of the Work, including, but not limited to, tree wrappings, burlap, erosion, and other pollution control products.

PART 3 EXECUTION

- 3.01 PREPARATION
 - A. Verify limits of clearing and grubbing with the Engineer prior to proceeding with these operations.
 - B. Coordinate disturbance of items affecting traffic or security with Owner and Engineer. Provide Owner and Engineer with minimum two (2) weeks advance notice of such disturbance and provide Owner and Engineer with updates of work affecting traffic and security.
 - C. Consult with the Engineer ten (10) days prior to removing or disturbing any tree, shrub, fence, wall, sidewalk, building, structure, roof drain, foundation drain or improvement that may be encountered in the line of the Work, or in the path of an easement.
 - D. Delineate working areas to the extent of the easement boundaries in the field with snow fence or as directed by the Engineer. As work progresses, move or remove fence, Fill and tamp fence holes, and restore surfaces.
 - E. Trees, shrubs and other landscape features which do not interfere with the Work, or which are designated to be left-in-place, shall be protected from scarring, debarking or other injuries during construction operations. Snow fence shall be placed around trees, shrubs and other landscape features designated to remain, within the limits of the Work. If, during the

prosecution of the Work, the Contractor damages trees or any part thereof, the treatment and restoration of the trees shall be accomplished under the direction of a qualified nurseryman and, before acceptance of the Work, the Contractor shall furnish the Engineer with a certificate from the nurseryman stipulating that the trees have been properly cared for, treated and restored under his direction.

3.02 CLEARING AND GRUBBING

- A. The use of explosives in clearing and grubbing operations is prohibited.
- B. Formulate clearing and grubbing schedules to provide minimum practical exposure of soils. Progress work in a manner that will minimize erosion.
- C. Coordinate tree disturbance within a public right-of-way or easements with the Town of Bolton. Post trees sufficiently in advance of required disturbance in accordance with State and local laws and ordinances. Coordinate construction activities and the overall project schedule with the posting period.
- D. Clear only that portion of the site which is absolutely necessary and essential for construction in accordance with any approved staging plan. Limit clearing and grubbing to the minimum extent possible to properly install the Work. Do not exceed clearing limits shown on the Drawings, unless otherwise approved by the Engineer.
- E. Cut and dispose of all trees, down timber, shrubs, brush, bushes, snags, debris, and other objectionable matter and materials in a legal manner off site.
- F. Leave items affecting traffic, safety and security in place as long as possible and replaced as soon as possible when such items must be removed.
- G. Remove, store, and protect fences, signs, and other items to be restored.
- H. Remove, protect, and return items to be removed and returned to Owner.
- I. Remove and dispose of off-site in a legal manner stumps, roots, grass, turf, sod, vegetation, walls, concrete foundations and slabs, abandoned utilities (pipes, cables, conduits and appurtenances), curbs, bituminous concrete, pipeguards, debris, and other objectionable matter, and materials. Remove all of above to depth at least twelve (12) inches below finish grade and to the extent necessary to not interfere with new construction.
- J. Replace trees damaged by the Contractor within the same season the trees were damaged.

3.03 PROTECTION

- A. Do not disturb trees, shrubs, or other vegetation unless approved by the Engineer.
- B. Protect trees, lawns, and other features remaining as portion of final landscaping.
- C. Protect bench marks, fences, roads, and existing structures which are to remain.
- D. Protect above or below grade utilities which are to remain.

END OF SECTION

SECTION 31 22 00 - GRADING

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Topsoil stripping and stockpiling.
- B. Subsoil stripping and stockpiling.
- C. Grade to reshape contours.

1.02 RELATED REQUIREMENTS

- A. Section 01 32 23 - Field Engineering and Surveys
- B. Section 01 78 39 - Project Record Documents
- C. Section 31 23 16 - Excavation
- D. Section 31 23 23 - Backfilling
- E. Section 31 23 33 - Trenching
- F. Section 31 25 00 - Soil Erosion and Sediment Control
- G. Section 32 92 00 - Turf Establishment

1.03 SUBMITTALS

- A. Certification - Submit copy of "Call Before You Dig, Inc." notification.

1.04 CLOSEOUT SUBMITTALS

- A. Record Documents - Submit in accordance with Section 01 78 39.

PART 2 PRODUCTS

2.01 MATERIALS

- A. Topsoil - as defined in Section 32 92 00.
- B. Subsoil - as defined in Section 31 23 23.

PART 3 EXECUTION

3.01 PREPARATION

- A. Identify required lines, levels, contours and datum. Coordinate with Section 01 32 23.
- B. Notify "Call Before You Dig, Inc." (1-800-922-4455 or www.cbyd.com).
- C. Owner to identify known below-grade utilities. Contractor to stake and flag locations.
- D. Identify and flag above-grade utilities.

3.02 TOPSOIL STRIPPING

- A. Strip topsoil from areas to be further excavated, landscaped, or graded, and stockpile on site for later use.

3.03 SUBSOIL STRIPPING

- A. Strip subsoil from areas to be landscaped or graded, and stockpile on site for later use.
- B. Cut roots of trees to remain by hand with sharp axe. Apply pruning paint to cut ends of roots that are one (1) inch diameter and larger, otherwise apply wet burlap to prevent them from drying out.

3.04 STOCKPILES

- A. Maintain stockpiles to heights and slopes while considering safety risks from instability and local land use regulations.

3.05 GRADING

- A. Rough grade area in which subsequent related work is to be performed, and establish lines and grades as shown on the Drawings.
- B. Fine grade working area to lines and grades shown on the Drawings after preceding Work is complete and backfilled.
- C. Conform to Section 31 23 23 where filling is required to establish lines and grades.
- D. Surplus materials - Conform to Section 31 23 16.

3.06 TOLERANCES

- A. Top Surface of Subgrade - Plus or minus one (1) inch.

3.07 PROTECTION

- A. Protect trees, lawns, and other features remaining as portion of final landscaping.
- B. Protect bench marks, fences, and roads.
- C. Protect above or below grade utilities which are to remain.
- D. Use proper caution when excavating in and around utility service facilities. Machine excavation shall not come within eighteen (18) inches from the designated location of a utility line except for pavement materials when in a roadway. After locating and verifying the location of the utility line utilizing hand tools, the Contractor may proceed with the careful use of power equipment.
- E. Notify utility owner if accidental contact to a known utility or an unknown underground facility is discovered. Protect utility and facilities as directed by utility owner.

END OF SECTION

SECTION 31 23 16 - EXCAVATION

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. All excavation except trenching.

1.02 RELATED REQUIREMENTS

- A. Section 31 22 00 - Grading
- B. Section 31 23 19 - Dewatering
- C. Section 31 23 23 - Backfilling
- D. Section 31 23 33 - Trenching
- E. Section 31 25 00 - Soil Erosion and Sediment Control

PART 2 PRODUCTS

2.01 MATERIALS

- A. Subsoil - Comply with Section 31 23 23.

PART 3 EXECUTION

3.01 PREPARATION

- A. Identify required lines, levels, contours, and datum.
- B. Sawcut pavements to be removed as delineated on the Drawings or as directed by the Engineer. Sawcut paved surfaces in neat and straight joint lines with a device approved by the Engineer. Pavements to be removed may be sawcut in advance but shall not be removed until the Work is ready to be installed.
- C. Rough grade to subgrade prior to excavating for structures.
- D. Underpin adjacent structures which may be damaged by excavation work, including service utilities and pipe chases. Repair damage caused by construction operations at no additional cost to Owner or owner of damaged structure, utility or pipe chase, as approved by owner of damaged structure, utility or pipe chase.

3.02 GENERAL

- A. Carry excavations for structures to subgrade as applicable.
- B. Notify Engineer of unexpected subsurface conditions and discontinue affected work in area until notified to resume work. Excavate unstable material, as ordered by Engineer, and replace with a layer of select fill materials as shown on the Drawings, as ordered by the Engineer.
- C. Do not excavate below a two (2) horizontal to one (1) vertical line drawn outward and down from the bottom edge of a footing (footing splay line). Notify the Engineer if in the opinion of

the Contractor, such a situation may occur. Provide sheeting and bracing in accordance with Section 31 50 00 as required.

- D. Grade excavation top perimeter to prevent surface water run-off into excavation.
- E. Remove loose and disturbed rock to expose sound intact rock where Drawings call for footing bearing on sound bedrock.
- F. Cut roots of trees to remain by hand with sharp axe. Apply pruning paint to cut root ends that are one (1) inch diameter and larger, otherwise apply wet burlap to prevent from drying out.
- G. Remove and dispose of all surplus excavated materials off-site in a legal manner, unless otherwise directed by the Owner.

3.03 PROTECTION

- A. Protect excavations by shoring, bracing, sheet piling, underpinning or other methods required to prevent cave-in or loose soil from falling into excavation and as required by all applicable local, State, and Federal safety regulations and codes.
- B. Protect bottom of excavations and soil adjacent to and beneath foundations from frost.
- C. Use proper caution when excavating in and around utility service facilities. Machine excavation shall not come within eighteen (18) inches from the designated location of a utility line except for pavement materials when in a roadway. After locating and verifying the location of the utility line utilizing hand tools, the Contractor may proceed with the careful use of power equipment.
- D. Notify utility owner if accidental contact to a known utility or an unknown underground facility is discovered. Protect utility and facilities as directed by utility owner.

END OF SECTION

SECTION 31 23 19 - DEWATERING

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Dewatering operations.

1.02 RELATED REQUIREMENTS

- A. Section 01 57 00 - Temporary Controls
- B. Section 31 23 16 - Excavation
- C. Section 31 23 23 - Backfilling
- D. Section 31 23 33 - Trenching
- E. Section 31 25 00 - Soil Erosion and Sediment Control

1.03 REGULATORY REQUIREMENTS

- A. Conform to all Federal, state, and local laws, ordinances and permits for the manner in which excavations and trenches are dewatered and water disposed.
- B. Ascertain the complete extent of all permits required governing dewatering operations, and be bound by their conditions and provisions.

PART 2 PRODUCTS

2.01 GENERAL

- A. Provide the equipment and materials necessary to perform dewatering operations in accordance with this Specification.

PART 3 EXECUTION

3.01 PERFORMANCE

- A. Dispose of water removed from the trenches or excavations by pumping, bailing, siphoning, well-points, or other means in such a manner so as to avoid interference with business, pedestrian, and vehicular traffic, and to prevent damage to persons or property.
- B. Depress groundwater encountered within the limits of excavation to an elevation not less than six (6) inches below the limits of the excavation bottom before laying pipe or starting concrete work, unless otherwise permitted by Engineer. Maintain this groundwater's depressed elevation until concrete and joint material have attained adequate strength.
- C. Discharge water removed from the excavated areas through pipes, troughs, gutters, or other artificial means to a point of proper disposal.
- D. Filter water removed from trenches and excavations through a sediment removal system, approved by the Engineer, prior to discharging from the Project site.

- E. Remove mud, silt, debris, and other accumulations discharged to catch basins, sumps, ditches, or water courses. Leave catch basins, sumps, ditches, or water courses in a condition similar to that which existed prior to construction operations.
- F. Employ control measures to minimize siltation and erosion in and adjacent to the area of the Work.
- G. Locate dewatering pumps as far as possible from residential structures. House pumps in noise suppression enclosures if used during evening and night hours. Implement additional noise suppression measures to reduce operating noise levels to acceptable levels if the operation noise levels, as determined by the Engineer, are excessive. The acceptable level during the hours from 6 p.m. to 7:30 a.m. shall not exceed an average A-weighted sound pressure level of 60 dBA as measured at fifty (50) feet from the sound source or at the closest exterior wall of the nearest residence, whichever distance is less.
- H. Maintain trenches and excavations free of water, snow, ice, and other liquids.

END OF SECTION

SECTION 31 23 23 - BACKFILLING

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Preparation and special requirements for backfilling.
- B. Site backfilling.
- C. Compaction requirements.

1.02 RELATED REQUIREMENTS

- A. Section 31 22 00 - Grading
- B. Section 31 23 16 - Excavation
- C. Section 31 23 33 - Trenching

1.03 MEASUREMENT AND PAYMENT

- A. Compensation for ADDITIONAL 3/4" CRUSHED STONE AS ORDERED BY THE ENGINEER (A.O.B.E.) shall be at the unit price established in the Bid for that item. Such compensation shall include all necessary dewatering, sheeting and bracing, crushed stone, compaction, and all other work necessary and related thereto. Measurement for payment for this item will be in place, by the Engineer, after compaction.
- B. No payment will be made for crushed stone that is required by the Drawings or the Technical Specifications other than such Additional 3/4" Crushed Stone as may be specifically ordered by the Engineer.

1.04 DEFINITIONS

- A. Broken or Crushed Stone - A product resulting from the artificial crushing of rocks, boulders, or large cobblestones, substantially all faces of which have resulted from crushing operations. It shall consist of sound, tough, durable stone, reasonably free from soft, thin, elongated, laminated, friable, micaceous or disintegrated pieces, mud, dirt, or other deleterious material.
- B. Bank or Crushed Gravel - A product consisting of sound, tough, durable particles of crushed or uncrushed gravel, free from soft, thin elongated or laminated pieces and vegetable or other deleterious material. Crushed gravel shall be the manufactured product resulting from the deliberate mechanical crushing of gravel with at least 50% of the gravel retained on the No. 4 sieve having at least one fractured face.
- C. Reclaimed Miscellaneous Aggregate - A product consisting of sound, tough, durable particles of crushed reclaimed waste. It shall be free of soft disintegrated pieces, mud, dirt, glass, or other injurious materials and contain no more than 2% by weight (mass) of asphalt cement.

1.05 REFERENCE STANDARDS

- A. Standard Specification Sections:

1. Section M.01-Gradation of Aggregate, Article M.01.01.
 2. Section M.02 Granular Fill Subbase Granular Base and Surfaces Stone Base Pervious Structure Backfill Free-Draining Material Crusher-Run Stone, Article M.02.06
 3. Section M.12 Bearing Areas Riprap Slope Paving & Slope Protection Waterproofing and Dampproofing Stone and Granite Slope Curbing Calcium Chloride for Dust Control Wood, Article M.12.02.
- B. ANSI/ASTM C136 - Standard Test Method for Sieve Analysis of Fine and Coarse Aggregates
- C. ANSI/ASTM D1557 - Test Method for Laboratory Compaction Characteristics of Soil Using Modified Effort (56,000 ft-lbf/ft³)
- D. ASTM D6938 - Standard Test Methods for In-Place Density and Water Content of Soil and Soil-Aggregate by Nuclear Methods (Shallow Depth)
- E. AASHTO T 90 - Standard Method of Test for Determining the Plastic Limit and Plasticity Index of Soils
- F. AASHTO T 96 - Standard Method of Test for Resistance to Degradation of Small-Size Coarse Aggregate by Abrasion and Impact in the Los Angeles Machine
- G. AASHTO T 104 - Standard Method of Test for Soundness of Aggregate by Use of Sodium Sulfate or Magnesium Sulfate
- H. AASHTO T 146 - Standard Method of Test for Wet Preparation of Disturbed Soil Samples for Test
- I. AASHTO T 180, Method D - Standard Method of Test for Moisture-Density Relations of Soils Using a 4.54-kg (10-lb) Rammer and a 457-mm (18-in) Drop
- 1.06 SUBMITTALS
- A. Samples - Submit a fifty (50) pound sample of each type of fill material to the testing laboratory in air-tight containers.
- B. Test Reports:
1. Submit sieve analysis test results for the select fill materials and imported common fill performed in accordance with ASTM C136. Test date shall be within 90 days of submittal date.
 2. Submit abrasion and soundness test results as specified for the select fill materials and plasticity test results as applicable.
 3. Submit field compaction test results performed by an independent testing laboratory.
- 1.07 QUALITY ASSURANCE
- A. Tests and analyze fill materials in accordance with the Reference Standards.
- B. Reclaimed miscellaneous aggregate material from off-site is not permitted for use.

PART 2 PRODUCTS

2.01 COMMON FILL MATERIALS

- A. Subsoil - Re-used or imported mineral soils, free of constituents of concern, organic and frozen materials, roots, topsoil, loam, trash, snow, ice, wood, and other objectionable materials which may be compressible or which cannot be compacted or specified. Common fill shall not contain stones with a largest dimension greater than ten (10) inches, nor shall have greater than thirty (30) percent by weight passing the No. 200 sieve and shall have the physical properties such that it can be readily placed and compacted as specified during backfilling.
- B. For common fill having greater than ten (10) percent passing the No. 200 sieve, the moisture content at the time of compaction shall not exceed three (3) percent above optimum, as determined by ASTM D1557.
- C. The natural inorganic soils excavated from the site may conform to the specified requirements for common fill. However, remove over-sized stones and render the natural material suitable for optimum compaction by adding water or aerating as required, prior to placing and compacting.
- D. Common fill shall have a maximum dry unit weight, determined by ASTM D1557, of not less than 100 pounds per cubic foot.

2.02 SELECT FILL MATERIALS

- A. Processed Aggregate Base
 - 1. Material shall consist of broken or crushed stone, bank or crushed gravel, reclaimed miscellaneous aggregate, or a mixture thereof.
 - 2. Gradation shall conform to the following when tested from the supply source and after delivered to the Work site:

<u>Square Mesh Sieves</u>	<u>Percent Passing by Weight</u>
3-1/2"	100
1-1/2"	55-100
1/4"	25-60
#10	15-45
#40	5-25
#100	0-10
#200	0-5

Source: Standard Specifications, Article M.02.06 Grading "A"

3. Plasticity
 - a. When the fraction of the dry sample passing the #100 mesh sieve is greater than four (4) percent and equal or less than (8) percent by weight, that fraction shall not have sufficient plasticity to permit the performing of the plastic limit test using AASHTO Method T 90.
 - b. When the fraction of the dry sample passing the #100 mesh sieve is greater than eight (8) percent by weight, the sample will be washed; and the additional material passing the #100 mesh sieve shall be determined by AASHTO Method T 146, except that the #100 mesh sieve will be substituted for the #40 mesh sieve where the latter is specified in AASHTO Method T 146. The combined materials that passed the #100 mesh sieve shall not have sufficient plasticity to permit the performing of the plastic limit test using AASHTO Method T 90.
 4. Abrasion - Material shall show less than fifty (50) percent loss on abrasion from the AASHTO T 96 Test.
 5. Soundness - Material shall be tested for soundness as directed by the Engineer. The AASHTO T 104 Test shall show less than fifteen (15) percent loss at the end of five (5) cycles for coarse aggregates.
- B. 3/4" CRUSHED STONE
1. Material shall be uniform in consistency and only contain clean, hard, tough, durable fragments.
 2. Material shall comply with the following gradation when tested from the supply source and after delivered to the Work site:

<u>Square Mesh Sieves</u>	<u>Percent Passing by Weight</u>
1"	100
3/4"	90-100
1/2"	20-55
3/8"	0-15
#4	0-5
#200	1

Source: Standard Specifications, Article M.01.02 No. 6

3. Abrasion - Material shall show less than forty (40) percent loss on abrasion from the AASHTO T 96 Test.
4. Soundness - Material shall be tested for soundness as directed by the Engineer. The AASHTO T 104 Test shall show less than ten (10) percent loss at the end of five (5) cycles for coarse aggregates.

2.03 MATERIALS

- A. Geotextile - Comply with Section 31 23 33.

PART 3 EXECUTION

3.01 VERIFICATION OF CONDITIONS

- A. Verify stockpiled fill to be reused is approved.
- B. Verify areas to be backfilled are free of debris, snow, ice, and water, and that the ground surfaces are not frozen.

3.02 PREPARATION

- A. Compact subgrade surfaces to density requirements for backfill material.
- B. Do not disturb bottom of excavation for footings and foundations.
- C. Excavate by hand to final subgrade just before concrete reinforcement and formwork is placed. Trim bottoms to required lines and grades to leave solid base for other work.
- D. Test subgrade with a ten (10) ton vibratory roller or loaded dump truck (72,000 lb. GVW min.). The subgrade will be considered soft if subgrade moves, weaves, or quakes during the test.
- E. Unless otherwise indicated, cut out soft areas of subgrade that are not readily capable of in-situ compaction A.O.B.E. Backfill with additional processed aggregate base, A.O.B.E. or additional 3/4" crushed stone, A.O.B.E., as ordered by Engineer and compact to density equal to requirements for subsequent backfill material.
- F. Obtain Engineer's approval of subgrade prior to backfilling.
- G. Backfill unsuitable material excavations as ordered by the Engineer.
- H. Backfill materials shall be placed on approved subgrade that is free of water and has been re-compacted.
- I. Large stones (in excess of the greatest principal dimension defined for Common Fill Materials) may be used for backfill if approved by the Engineer. However, large stones shall not be placed in nests, but shall be distributed over the area.
- J. Provide respective utility representatives an opportunity to inspect all uncovered facilities. Coordinate the repair of damaged utilities prior to backfilling.

3.03 BACKFILLING

- A. Backfill areas to contours and elevations. Use unfrozen materials.
- B. Load, haul and place common fill material from on-site or off-site as required to meet final grades.
- C. Do not backfill against new concrete walls until the concrete has cured for the following periods:
 - 1. 7 Days - When backfill can be placed on both sides of walls so that the maximum differential in height of backfill does not exceed two feet.
 - 2. 14 Days - When backfill is placed on one side of wall only. Adequately brace wall as required.
 - 3. Should the results of concrete cylinder compressive testing reveal that concrete compressive strength has been achieved sooner than the time periods indicated above, backfilling can then commence. Be responsible for additional compressive testing specimens and early testing.
- D. Begin compaction of backfill at walls and work away from walls. Use hand guided power compaction equipment within five (5) feet of walls.
- E. Backfill systematically, as early as possible, to allow maximum time for natural settlement. Do not backfill over porous, wet, or spongy subgrade surfaces.

- F. Place and compact select fill materials in continuous layers not exceeding eight (8) inches (loose depth) in open areas, and eight (8) inches (loose depth) in areas where compacted by hand guided vibratory equipment, except as noted. Compact each individual layer uniformly to obtain the required minimum density of not less than 95% of the dry density achieved by the AASHTO T 180, Method D Test.
- G. Place and compact common fill material in continuous layers not exceeding twelve (12) inches loose depth.
- H. Employ a placement method so not to disturb or damage piping, foundation dampproofing, and utilities in trenches.
- I. Maintain optimum moisture content of backfill materials to attain required compaction density.
- J. Make changes in grade gradual. Blend slopes into level areas.
- K. Dispose of surplus backfill materials as specified in Section 31 23 16.
- L. Leave stockpile areas completely free of excess fill material.
- M. Geotextile - Place geotextile in locations and to the dimensions shown on the Drawings or as directed by the Engineer. Install per the manufacturer's instructions for the specific purpose intended.

3.04 TOLERANCES

- A. Top Surface of Backfilling - Plus or minus one (1) inch.

3.05 FIELD QUALITY CONTROL

- A. The Owner shall retain and pay for services of an independent testing laboratory to perform compaction test on in-place materials. Contractor shall be responsible for arranging and coordinating with the Owner's testing laboratory to obtain tests.
- B. Compaction tests on in-place materials, as required in the Schedule of Locations and Backfill Requirements below, shall be performed in accordance with ATSM D6938.
- C. Should testing of a material fail to meet the specification requirements, resolve the problem as appropriate. Reimburse the Owner for all testing charges incurred by the Owner after the second failure, if repeated failures occur in the same material or the same lift.

3.06 SCHEDULE OF LOCATIONS AND BACKFILL REQUIREMENTS

- A. The paragraphs below identify location, fill material to be used (identified from lower to upper fill type), compacted thickness of each fill, and compaction expressed as a percentage of maximum density and optimum moisture in comparison with ANSI/ASTM D1557.
 - 1. Fill under pavement (including but not necessarily limited to bituminous, concrete, brick, stone or other masonry paved surfaces): Subsoil fill to subgrade, unless otherwise indicated, compacted to 95%.
 - 2. Fill under structures: Granular fill to subgrade unless otherwise indicated or directed, compacted to 95%.
 - 3. Fill under vegetated areas: Subsoil fill to subgrade, compacted to 95%.

- B. Where specifically indicated on the Drawings or as ordered by the Engineer, firmly compact crushed stone with multiple passes of a vibratory roller or vibratory plate compactor.
- C. Backfill in Trenches - Comply with Section 31 23 33.

END OF SECTION

SECTION 31 23 33 - TRENCHING

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Excavation, backfill, and compaction requirements for underground utility installation.
- B. Pipe bedding material.

1.02 RELATED REQUIREMENTS

- A. Section 03 30 00 - Cast-In-Place Concrete
- B. Section 31 23 16 - Excavation
- C. Section 31 23 19 - Dewatering
- D. Section 31 23 23 - Backfilling
- E. Section 31 25 00 - Soil Erosion and Sediment Control
- F. Section 33 41 00 - Storm Drainage Pipe

1.03 MEASUREMENT AND PAYMENT

- A. Compensation for ADDITIONAL GEOTEXTILE AS ORDERED BY THE ENGINEER (A.O.B.E.) shall be at the unit price established in the Bid for that item. Such compensation shall include all necessary dewatering, sheeting and bracing, crushed stone, compaction, and all other work necessary and related thereto. Measurement for payment for this item will be in place, by the Engineer, after compaction.
- B. No payment will be made for geotextile that is required by the Drawings or the Technical Specifications other than such Additional Geotextile as may be specifically ordered by the Engineer.

1.04 DEFINITIONS

- A. See Section 31 23 23.

1.05 REFERENCE STANDARDS

- A. ANSI/ASTM C136 - Standard Test Method for Sieve Analysis of Fine and Coarse Aggregates
- B. ANSI/ASTM D1557 - Test Method for Laboratory Compaction Characteristics of Soil Using Modified Effort (56,000 ft-lbf/ft³)
- C. ASTM D4355 - Standard Test Method for Deterioration of Geotextiles by Exposure to Light, Moisture and Heat in a Xenon Arc Type Apparatus
- D. ASTM D4491 - Standard Test Methods for Water Permeability of Geotextiles by Permittivity
- E. ASTM D4533 - Standard Test Method for Trapezoid Tearing Strength of Geotextiles
- F. ASTM D4632 - Standard Test Method for Grab Breaking Load and Elongation of Geotextiles

- G. ASTM D4751 - Standard Test Method for Determining Apparent Opening Size of a Geotextile
 - H. ASTM D6241 - Standard Test Method for Static Puncture Strength of Geotextiles and Geotextile-Related Products Using a 50-mm Probe
 - I. ASTM D6938 - Standard Test Methods for In-Place Density and Water Content of Soil and Soil-Aggregate by Nuclear Methods (Shallow Depth)
 - J. AASHTO T 90 - Standard Method of Test for Determining the Plastic Limit and Plasticity Index of Soils
 - K. AASHTO T 96 - Standard Method of Test for Resistance to Degradation of Small-Size Coarse Aggregate by Abrasion and Impact in the Los Angeles Machine
 - L. AASHTO T 104 - Standard Method of Test for Soundness of Aggregate by Use of Sodium Sulfate or Magnesium Sulfate
 - M. AASHTO T 146 - Standard Method of Test for Wet Preparation of Disturbed Soil Samples for Test
 - N. AASHTO T 180, Method D - Standard Method of Test for Moisture-Density Relations of Soils Using a 4.54-kg (10-lb) Rammer and a 457-mm (18-in.) Drop
- 1.06 SUBMITTALS
- A. Samples - Submit a fifty (50) pound sample of each type of bedding and fill material to the testing laboratory in air-tight containers.
 - B. Test Reports:
 - 1. Submit sieve analysis test results for the select fill materials and imported common fill performed in accordance with ASTM C136. Test date shall be within 90 days of submittal date.
 - 2. Submit abrasion and soundness test results as specified for the select fill materials and plasticity test results as applicable.
 - 3. Submit field compaction test results performed by an independent testing laboratory.
- 1.07 QUALITY ASSURANCE
- A. Tests and analyze fill materials in accordance with the Reference Standards.
 - B. Reclaimed miscellaneous aggregate material from off-site is not permitted for use.
- PART 2 PRODUCTS**
- 2.01 COMMON FILL MATERIALS
- A. Subsoil - Comply with Section 31 23 23.
- 2.02 SELECT BEDDING AND FILL MATERIALS
- A. Processed Aggregate Base - Comply with Section 31 23 23
 - B. 3/4" Crushed Stone - Comply with Section 31 23 23.

2.03 GEOTEXTILE

- A. Nonwoven geotextile - Polypropylene, stable fiber, needle punched geotextile, GEOTEX® 601 as manufactured by Geotextile Systems by Propex.

<u>Property</u>	<u>Test Method</u>	<u>Minimum Average Roll Value</u>
Grab Tensile Strength	ASTM D4632	160 lbs
Elongation	ASTM D4632	50%
CBR Puncture Strength	ASTM D6241	410 lbs
Trapezoidal Tear	ASTM D4533	60 lbs
UV Resistance @ 500 hrs	ASTM D4355	70%
Apparent Opening Size	ASTM D4751	70 US Sieve (max.)
Permittivity	ASTM D4491	1.3 sec ⁻¹
Flow Rate	ASTM D4491	110 gal/ft ² /min

PART 3 EXECUTION

3.01 VERIFICATION OF CONDITIONS

- A. Verify stockpiled fill to be reused is approved.
- B. Verify areas to be backfilled are free of debris, snow, ice, or water, and that the ground surfaces are not frozen.

3.02 PREPARATION

- A. Identify required lines, level, contours, and datum.
- B. Sawcut pavements to be removed as delineated on the Drawings or as directed by the Engineer. Sawcut paved surfaces in neat and straight joint lines with a device approved by the Engineer. Pavements to be removed may be sawcut in advance but shall not be removed until the Work is ready to be installed.
- C. Rough grade to subgrade prior to excavating for piping or structures.
- D. Compact subgrade surfaces to density requirements for backfill material.
- E. Underpin adjacent structures which may be damaged by excavation work, including service utilities and pipe chases. Repair damage caused by construction operations at no additional cost to Owner or owner of damaged structure, utility or pipe chase, as approved by owner of damaged structure, utility or pipe chase.
- F. Provide respective utility representatives an opportunity to inspect all uncovered facilities. Coordinate the repair of damaged utilities prior to backfilling.

3.03 EXCAVATION

- A. Cut trenches to limits shown on Drawings. Where pipe is to be laid below the ground line, excavate a trench to the required depth and grade the bottom to the elevation of the bottom of the bedding material. Where pipe is to be laid in a fill area, place the embankment and compact to an elevation twelve (12) inches above the top of the proposed pipe, then excavate the trench and install the pipe.

- B. Hand trim excavation and leave free of loose matter.
- C. Excavate to minimum of one (1) horizontal to one (1) vertical line at existing foundations on rock, or a minimum of two (2) horizontal to one (1) vertical line at existing foundations on soil or decomposed rock, unless otherwise approved by Engineer.
- D. Notify Engineer of unexpected subsurface conditions and discontinue work in affected area until notified to resume work.
- E. Grade excavation top perimeter to prevent surface water run-off into excavation.
- F. Correct unauthorized excavation at no cost to Owner.
- G. Fill unauthorized over-excavated areas with granular fill or crushed stone as ordered by the Engineer, at no cost to Owner.
- H. Remove unsuitable soil as ordered by the Engineer, and backfill as ordered by the Engineer.

3.04 BACKFILLING

- A. Backfill trenches to contours and elevations. Use unfrozen materials. Backfill systematically, as early as possible, to allow maximum time for natural settlement. Do not backfill over porous, wet, frozen, or spongy subgrade surfaces.
- B. Place and compact select fill materials in continuous layers not exceeding eight (8) inches (loose depth) in open areas, and eight (8) inches (loose depth) in areas where compacted by hand guided vibratory equipment, except as noted. Compact each individual layer uniformly to obtain the required minimum density of not less than 95% of the dry density achieved by the AASHTO T 180, Method D Test.
- C. Place and compact common fill material in continuous layers not exceeding twelve (12) inches (loose depth).
- D. Employ a placement method so not to disturb or damage foundation dampproofing or utility lines.
- E. Maintain optimum moisture content of backfill materials to attain required compaction density.
- F. Dispose of surplus backfill materials and unsuitable materials as specified in Section 31 23 16.
- G. Leave stockpile areas completely free of excess fill materials.

3.05 GEOTEXTILE

- A. Place geotextile and carefully backfill to avoid puncturing or tearing. Provide twelve (12) inch minimum overlap to cover aggregate and between adjoining geotextile sheets.

3.06 TOLERANCES

- A. Top Surface of Backfilling - Plus or minus one (1) inch.

3.07 FIELD QUALITY CONTROL

- A. The Owner shall retain and pay for services of an independent testing laboratory to perform compaction test on in-place materials. Contractor shall be responsible for arranging and coordinating with the Owner's testing laboratory to obtain tests.
- B. Compaction tests on in-place materials, as required in the Schedule of Locations and Backfill Requirements list below, shall be performed in accordance with ASTM D6938.
- C. Should testing of a material fail to meet the specification requirements, resolve the problem as appropriate. Reimburse the Owner for all testing charges incurred by the Owner after the second failure, if repeated failures occur in the same material or the same lift.

3.08 SCHEDULE OF LOCATIONS AND BACKFILL REQUIREMENTS

- A. Perform in-place compaction tests on fill materials in accordance ASTM D6938. The paragraphs below identify location, fill material to be used (identified from lower to upper fill type), compacted thickness of each fill, and compaction expressed as a percentage of maximum density and optimum moisture in comparison with ANSI/ASTM D1557.
 - 1. Fill under pavement (including but not necessarily limited to bituminous, concrete, brick, stone or other masonry paved surfaces) or structures, from the top of bedding material or bottom of pipe or culvert: Granular fill to subgrade unless otherwise indicated or directed, compacted to 95%.
 - 2. Fill under vegetated areas, from the top of bedding material: Subsoil fill to subgrade, compacted to 95%, except as noted in Section 33 40 00.
- B. Where specifically indicated on the Drawings or as ordered by the Engineer, firmly compact crushed stone with a minimum of two passes with a vibratory plate compactor.

3.09 PROTECTION

- A. Protect excavations by shoring, bracing, sheet piling, under-pinning, or other methods required to prevent cave-in or loose soil from falling into excavation and as required by all applicable local, state and Federal safety regulations and codes.
- B. Protect bottom of excavations and soil adjacent to and beneath foundations from frost.
- C. Use proper caution when excavating in and around utility service facilities. Machine excavation shall not come within eighteen (18) inches from the designated location of a utility line except for pavement materials when in a roadway. After locating and verifying the location of the utility line utilizing hand tools, the Contractor may proceed with the careful use of power equipment.
- D. Notify utility owner if accidental contact to a known utility or an unknown underground facility is discovered. Protect utility and facilities as directed by utility owner.

END OF SECTION

SECTION 31 25 00 - SOIL EROSION AND SEDIMENT CONTROL

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Geotextile silt fence.
- B. Temporary mulching.
- C. Temporary erosion control blankets.
- D. Sedimentation control at drainage structures.
- E. Filter bag for dewatering pump discharge.
- F. Other methods and measures required to control soil erosion and sedimentation on a continuous basis throughout the course of the Work.

1.02 RELATED REQUIREMENTS

- A. Section 01 57 00 - Temporary Controls
- B. Section 31 10 00 - Site Preparation
- C. Section 31 22 00 - Grading
- D. Section 31 23 16 - Excavation
- E. Section 31 23 19 - Dewatering
- F. Section 31 23 23 - Backfilling
- G. Section 31 23 33 - Trenching
- H. Section 32 92 00 - Turf Establishment

1.03 SUBMITTALS

- A. Certifications that materials proposed for use meet the requirements of this specification, unless otherwise approved by the Engineer.

1.04 QUALITY ASSURANCE

- A. Parts 2 and 3 of this specification and the Contract Drawings set forth the minimum requirements for soil erosion and sediment control and do not include all methods and measures that may be required to control soil erosion and to prevent sediment from entering wetlands, water bodies and watercourses. It is the Contractor's responsibility to employ such additional methods and measures as may be necessary to fully comply with the guidelines and recommendations set forth in the "Connecticut Guidelines for Soil Erosion and Sediment Control", the Connecticut Council on Soil and Water Conservation, 2002, latest edition.
- B. Maintain a copy of the "Connecticut Guidelines for Soil Erosion and Sediment Control" on the Project site for continuous reference thereto.

1.05 REFERENCE STANDARDS

- A. ASTM D3776 - Standard Test Methods for Mass Per Unit Area (Weight) of Fabric
- B. ASTM D3786 - Standard Test Method for Bursting Strength of Textile Fabrics—Diaphragm Bursting Strength Tester Method
- C. ASTM D4355 - Standard Test Method for Deterioration of Geotextiles by Exposure to Light, Moisture and Heat in a Xenon Arc Type Apparatus
- D. ASTM D4491 - Standard Test Methods for Water Permeability of Geotextiles by Permittivity
- E. ASTM D4533 - Standard Test Method for Trapezoid Tearing Strength of Geotextiles
- F. ASTM D4632 - Standard Test Method for Grab Breaking Load and Elongation of Geotextiles
- G. ASTM D4751 - Standard Test Method for Determining Apparent Opening Size of a Geotextile
- H. ASTM D4833 - Standard Test Method for Index Puncture Resistance of Geomembranes and Related Products
- I. ASTM D4884 - Standard Test Method for Strength of Sewn or Bonded Seams of Geotextiles
- J. ASTM D5141 - Standard Test Method for Determining Filtering Efficiency and Flow Rate of the Filtration Component of a Sediment Retention Device

PART 2 PRODUCTS

2.01 MATERIALS

- A. Geotextile Silt Fence - Pervious sheet of polypropylene, nylon, polyester, ethylene, or similar filaments. The geotextile shall be non-rotting, acid and alkali resistant, and have sufficient strength and permeability for the purpose intended. Filaments in the geotextile shall be resistant to absorption. The filament network must be dimensionally stable and resistant to delamination. The geotextile shall be free of any chemical treatment or coating which will reduce the permeability. The geotextile shall be free of any flaws or defects which will alter its physical properties. Torn or punctured geotextiles shall not be used. The geotextile shall be certified by the manufacturer, or supplier, as conforming to the following requirements:

<u>Property</u>	<u>Test Method</u>	<u>Minimum Average Roll Value</u>
Filtering Efficiency	ASTM D5141	75% (min)
Grab Tensile Strength	ASTM D4632	100 lbs
Puncture Strength	ASTM D4833	50 lbs
Mullen Burst	ASTM D3786	250 psi
UV Resistance @ 500 hrs	ASTM D4355	70%
Apparent Opening Size	ASTM D4751	0.60 - 0.90 mm (max.)
Permittivity	ASTM D4491	0.05 sec ⁻¹
Flow Rate	ASTM D4491	0.2 gal/ft ² /min

- B. Temporary Mulching - Hay, salt hay, straw, manufactured cellulose fiber or wood pulp mulch as set forth in the "Connecticut Guidelines for Soil Erosion and Sediment Control" as approved by Engineer.

- C. Temporary Erosion Control Blankets - North American Green EroNet S150.
- D. Sedimentation Control at Drainage Structures - Catch basin insert shall be Siltsack as manufactured by ACF Environmental. "Regular Flow" model unless Drawings specify "High Flow" model. Siltsack shall be manufactured to fit the grate dimensions.

1. Regular Flow:

<u>Property</u>	<u>Test Method</u>	<u>Minimum Average Roll Value</u>
Grab Tensile Strength	ASTM D4632	315 lbs
Grab Tensile Elongation	ASTM D4632	15%
Puncture Strength	ASTM D4833	140 lbs
Mullen Burst	ASTM D3786	800 psi
Trapezoidal Tear	ASTM D4533	125 x 115 lbs
UV Resistance @ 500 hrs	ASTM D4355	80%
Apparent Opening Size	ASTM D4751	40 Sieve (max.)
Permittivity	ASTM D4491	0.70 sec ⁻¹
Flow Rate	ASTM D4491	50 gal/ft ² /min

2. High Flow:

<u>Property</u>	<u>Test Method</u>	<u>Minimum Average Roll Value</u>
Grab Tensile Strength	ASTM D4632	225 x 275 lbs
Grab Tensile Elongation	ASTM D4632	20 x 15%
Puncture Strength	ASTM D4833	135 lbs
Mullen Burst	ASTM D3786	420 psi
Trapezoidal Tear	ASTM D4533	40 x 50 lbs
UV Resistance @ 500 hrs	ASTM D4355	90%
Apparent Opening Size	ASTM D4751	20 Sieve (max.)
Permittivity	ASTM D4491	1.50 sec ⁻¹
Flow Rate	ASTM D4491	200 gal/ft ² /min

- E. Filter Bag for Dewatering Pump Discharge

1. Dirtbag® as manufactured by ACF Environmental. The filter bag shall be manufactured using a polypropylene nonwoven geotextile sewn into a bag with a double needle matching using a high strength thread.
2. The filter bag shall have a spout large enough to accommodate a four (4) inch discharge hose.
3. The discharge hose shall be secured with straps which shall secure the hose and prevent pumped water from escaping without being filtered. The filter bag seams shall conform to the following ASTM test methods:

<u>Property</u>	<u>Test Method</u>	<u>Minimum Average Roll Value</u>
Seam Wide Width Strength	ASTM D4884	100 lbs/in
Weight	ASTM D3776	8 oz/yd ²
Grab Tensile Strength	ASTM D4632	205 lbs
Grab Tensile Elongation	ASTM D4632	15%
Puncture Strength	ASTM D4833	110 lbs
Mullen Burst	ASTM D3786	350 psi
Trapezoidal Tear	ASTM D4533	125 x 115 lbs
UV Resistance @ 500 hrs	ASTM D4355	70%
Apparent Opening Size	ASTM D4751	US 80 Sieve
Permittivity	ASTM D4491	1.5 sec ⁻¹
Flow Rate	ASTM D4491	100 gpm/ft ² /min

- F. Crushed Stone - Comply with Section 31 23 23 for the stone size shown on the Drawings.
- G. Woven and Non-Woven Geotextile - Comply with Section 31 23 33.

PART 3 EXECUTION

3.01 INSTALLATION

- A. Comply with Stormwater Pollution Control Notes and Details on the Drawings.
- B. Dispose of all retained sediment or off-site in a legal manner or in a stable upland area as approved by the Engineer.
- C. Install, maintain, replace, relocate, and remove specified materials in accordance with the manufacturer's written instructions and details or as shown on Drawings.

END OF SECTION

SECTION 32 05 00 - RESTORATION OF SURFACES

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Requirements for completion and proper restoration of all surfaces damaged or disturbed under this Contract.

1.02 RELATED REQUIREMENTS

- A. Section 31 25 00 - Soil Erosion and Sediment Control
- B. Section 32 11 00 - Base Courses and Trail Surfacing
- C. Section 32 16 00 - Concrete Sidewalks
- D. Section 32 92 00 - Turf Establishment

1.03 QUALITY ASSURANCE

- A. Restore grades and surfaces to be equal or better than the conditions prior to being damaged or disturbed, except as otherwise specified or shown on the Drawings.
- B. Restore surfaces under the jurisdiction of public authorities or public utilities in accordance with the requirements of such authorities. Ascertain such requirements to procure necessary permits and inspections and pay required fees, deposits, and other charges.

PART 2 PRODUCTS

(Not Used)

PART 3 EXECUTION

3.01 GENERAL

- A. Reinstall, replace, and construct items removed, damaged, destroyed, or displaced.
- B. Replace items to their original locations or as designated on the Drawings.
- C. Replace items removed during construction operations as soon as possible with special attention directed at those which control traffic, protect property and lives, are essential to a person's livelihood, create hazards when not in place, or are otherwise deemed essential.
- D. Restore surfaces as soon as possible to cause the least amount of inconvenience to the public, to protect lives, to ensure safety, to avoid property damage, to provide for orderly and safe traffic conditions, and to provide an aesthetically pleasing construction site.
- E. Replace pavements as specified in Sections 32 11 00 and 32 16 00.
- F. Rough grade areas to be seeded or planted within 48 hours after installation of the Work. Finish grade within two (2) weeks after installation of the Work, topsoil within three (3) weeks after installation of the Work, and seed as soon as conditions are satisfactory. Outside of

seeding seasons, provide a temporary heavy mulch cover until seeding can be accomplished. Replant trees, shrubs and other vegetation as soon as possible.

- G. Replace traffic signs as soon as possible but no later than 24 hours after installation of the Work.
- H. Replace guide rails as soon as possible, but no later than 72 hours after installation of the Work.
- I. The phrase "after installation of the Work" used above means after the installation of that portion of the Work which necessitated the removal of an item or items.

END OF SECTION

SECTION 32 11 00 - BASE COURSES AND TRAIL SURFACING

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Processed aggregate base.
- B. Polymer Blended stone dust surfacing.

1.02 RELATED REQUIREMENTS

- A. Section 31 22 00 - Grading
- B. Section 31 23 16 - Excavation
- C. Section 31 23 23 - Backfilling

1.03 DEFINITIONS

- A. See Section 31 23 23.

1.04 MEASUREMENT AND PAYMENT

- A. Compensation for ADDITIONAL PROCESSED AGGREGATE BASE (A.O.B.E.) shall be at the unit price established in the Bid for that item. Such compensation shall include all necessary dewatering, sheeting and bracing, granular fill, compaction, and all other work necessary and related thereto. Measurement for payment for this item will be in place, by the Engineer, after compaction.
- B. Compensation for ADDITIONAL POLYMER BLENDED STONE DUST (A.O.B.E.) shall be at the unit price established in the Bid for that item. Such compensation shall include all necessary dewatering, sheeting and bracing, granular fill, compaction, and all other work necessary and related thereto. Measurement for payment for this item will be in place, by the Engineer, after compaction.
- C. No payment will be made for Additional Processed Aggregate Base or Additional Polymer Blended Stone Dust that is required by the Drawings or the Technical Specifications other than such Additional Processed Aggregate Base or Additional Polymer Blended Stone Dust as may be specifically ordered by the Engineer.

1.05 REFERENCE STANDARDS

- A. ANSI/ASTM C136 - Standard Test Method for Sieve Analysis of Fine and Coarse Aggregates.
- B. ANSI/ASTM D1557 - Test Method for Laboratory Compaction Characteristics of Soil Using Modified Effort (56,000 ft-lbf/ft³).
- C. ASTM D6938 - Standard Test Methods for In-Place Density of Soil and Water Content of Soil and Soil-Aggregate by Nuclear Methods (Shallow Depth).
- D. AASHTO T 90 - Standard Method of Test for Determining the Plastic Limit and Plasticity Index of Soils

- E. AASHTO T 96 - Standard Method of Test for Resistance to Degradation of Small-Size Coarse Aggregate by Abrasion and Impact in the Los Angeles Machine.
 - F. AASHTO T 104 - Standard Method of Test for Soundness of Aggregate by Use of Sodium Sulfate or Magnesium Sulfate.
 - G. AASHTO T 146 - Standard Method of Test for Wet Preparation of Disturbed Soil Samples for Test.
 - H. AASHTO T 180, Method D - Standard Method of Test for Moisture-Density Relations of Soils Using a 4.54-kg (10-lb) Rammer and a 457-mm (18-in.) Drop.
- 1.06 SUBMITTALS
- A. Samples - Submit fifty (50) pound sample of each type of material to the testing laboratory in air-tight containers.
 - B. Color sample - Submit half (1/2) gallon color sample of the stone dust trail surfacing.
 - C. Test Reports:
 - 1. Submit sieve analysis test results for the materials performed in accordance with ASTM C136. Test date shall be within 90 days of submittal date.
 - 2. Submit abrasion and soundness test results as specified for each material and plasticity test results as applicable
- 1.07 QUALITY ASSURANCE
- A. Provide at least one (1) person who shall be present at all times during the execution of this portion of the Work and who shall be thoroughly qualified and experienced in the placing of the types of bases specified and who shall direct the Work performed under this Section.
 - B. Test materials in accordance with the Reference Standards.
 - C. Reclaimed miscellaneous aggregate material from off-site is not permitted for use.

PART 2 PRODUCTS

2.01 MATERIALS

- A. Processed Aggregate Base
 - 1. Gradation of coarse and fine aggregates, combined and mixed by Engineer approved methods, shall conform to the following when tested from the supply source and after delivered to construction site:

<u>Square Mesh Sieve</u>	<u>Percent Passing by Weight</u>
1-1/2"	100
1"	90-100
3/4"	75-100
1/4"	30-60
#40	5-25
#100	3-12

Source: Connecticut Department of Transportation, Bureau of Engineering and Highway Operations Reference File No. 163-J, Issued March 4, 1963 and revised through June 26, 2001, Medium Gradation

2. Coarse aggregate
 - a. Material, as defined in Section 31 23 23, shall be gravel, broken stone, or on-site reclaimed miscellaneous aggregate.
 - b. The AASHTO T 96 test shall show less than fifty (50) percent loss on abrasion.
 - c. The AASHTO T 104 test shall show less than fifteen (15) percent loss on coarse aggregate after five (5) cycles.
3. Fine Aggregate
 - a. Material shall be natural sand, stone sand, screenings, or any combination thereof. It shall be limited to material 95% of which passes a #4 sieve having square openings and not more than 8% of which passes a #200 sieve. The material shall be free from clay, loam, and deleterious materials.
 - b. Plasticity
 - a) When natural sand is used the following applies:
 - b) When the fraction of the dry sample passing the #100 mesh sieve is greater than four (4) percent and equal or less than (8) percent by weight, that fraction shall not have sufficient plasticity to permit the performing of the plastic limit test using AASHTO Method T 90.
 - c) When the fraction of the dry sample passing the #100 mesh sieve is greater than eight (8) percent by weight, the sample will be washed; and the additional material passing the #100 mesh sieve shall be determined by AASHTO Method T 146, except that the #100 mesh sieve will be substituted for the #40 mesh sieve where the latter is specified in AASHTO Method T 146. The combined materials that passed the #100 mesh sieve shall not have sufficient plasticity to permit the performing of the plastic limit test using AASHTO Method T 90.
 - d) When natural sand, screenings, or a combination of screenings and natural sand or combination of stone and natural sand are used the following applies:
 - e) When the fraction of the dry sample passing the #100 mesh sieve is six (6) percent and equal or less than ten (10) percent by mass, that fraction shall not have sufficient plasticity to permit the performing of the plastic limit test using AASHTO Method T 90.
 - f) When the fraction of the dry sample passing the #100 mesh sieve is greater than ten (10) percent by weight, the sample shall be washed and additional material passing the #100 mesh sieve shall be substituted for the #40 mesh sieve where the latter is specified in AASHTO Method T 146. The combined materials that have passed the #100 mesh sieve shall not have sufficient plasticity to permit the performing of the plastic limit test using AASHTO T 90.

- B. 3/4" Crushed Stone - Comply with Section 32 11 00
- C. Polymer Blended Stone Dust Material
 - 1. Material to be Grey Organic Lock as supplied by Read Custom Soils or accepted substitution.

PART 3 EXECUTION

3.01 PERFORMANCE

- A. Processed Aggregate Base
 - 1. Spread aggregate uniformly to such depth that this course will be of the specified depth after final compaction. Each course shall have a depth of not more than four (4) inches after final compaction unless otherwise ordered.
 - 2. Compact with a power roller weighing not less than ten (10) tons or an equivalent vibratory roller or compactor.
 - 3. Apply water while compacting from an approved watering device by a vertical spray delivering a flushing stream.
 - 4. Compact and bind in passes that are parallel with the centerline, begin at the outside or low edges, progressing towards the middle or high edge, and overlap each previous pass.
 - 5. Continue compacting and binding operations until voids in the aggregates are reduced to provide a firm and uniform surface satisfactory to the Engineer.
 - 6. Compact and bind placed Processed Aggregate Base at the end of each day's work when the road is open to traffic.
 - 7. Compact each individual layer uniformly to obtain the required minimum dry density of not less than 95% of the dry density achieved by the AASHTO T 180, Method D.
 - 8. Maintain optimum moisture content of each layer to attain required compaction density.
 - 9. Remove and replace Processed Aggregate Base that has been mixed or churned up with the other materials. Compact replaced Processed Aggregate to the required minimum density.
- B. Crushed Stone
 - 1. Spread stone uniformly upon the prepared surface to such depth that this course will be of the specified depth after consolidation.
- C. Polymer Blended Stone Dust Material
 - 1. Install polymer blended stone dust material to the depth specified on the drawings, on top of the processed aggregate base course using light equipment, protecting the base course.
 - 2. Compact each individual layer uniformly to obtain the required minimum dry density of not less than 95% of the dry density achieved by the AASHTO T 180, Method D.

3.02 TOLERANCES

- A. Processed Aggregate Base Top Surface - Plus or minus one half (1/2) inch of the grade indicated on the Drawings.
- B. Polymer Blended Stone Dust Top Surface - Plus or minus one half (1/4) inch of the grade indicated on the Drawings.

3.03 ADJUST AND CLEAN

- A. Correct deficiencies and unmet tolerances in a manner approved by the Engineer.
- B. Remedy irregularities on the select fill material surfaces that develop, during or after compaction by loosening the in-place material and removing or adding coarse aggregate as required. Compact, broom, and wet the area of remedy and surrounding areas. Continue to compact until the surface is satisfactorily uniform.
- C. Maintain proper drainage to prevent washouts and flooding of surface. Protect from damage and make repairs.
- D. Eliminate settlement in a manner approved by the Engineer.
- E. Clean all surfaces of trash and other debris and remove and dispose of off-site in a legal manner.

END OF SECTION

SECTION 32 16 00 - CONCRETE SIDEWALKS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Concrete sidewalks.

1.02 RELATED REQUIREMENTS

- A. Section 03 30 00 - Cast-in-Place Concrete
- B. Section 31 22 00 - Grading
- C. Section 32 11 00 - Base Courses

1.03 MEASUREMENT AND PAYMENT

- A. Compensation for ADDITIONAL CONCRETE SIDEWALK (A.O.B.E.) shall be at the unit price established in the bid for that item. Such compensation shall include all necessary saw cut and removal of existing concrete sidewalk, excavation and removal of existing base, providing processed aggregate base, forming, joint filler, reinforcement, concrete joints, ramp formation, finishing, testing and restoration measurement for payment for this item will be the actual concrete sidewalk installed as measured in-place, by the engineer.
- B. No payment will be made for concrete sidewalks that are required by the Drawings or the Technical Specifications other than such Additional Concrete Sidewalk as may be specifically ordered by the Engineer.

1.04 REFERENCE STANDARDS

- A. See Sections 4.06 and M.04 of the Standard Specifications.
- B. See Sections 6.01 and M.03 of the Standard Specifications.
- C. See Section M.04 of the Standard Specifications.
- D. AASHTO M148 - Standard Specification for Liquid Membrane-Forming Compounds For Curing Concrete.
- E. AASHTO M 213 - Standard Specification for Preformed Expansion Joint Fillers for Concrete Paving and Structural Construction (Nonextruding and Resilient Bituminous Types).

1.05 SUBMITTALS

- A. Comply with Section 03 30 00 for cast-in-place concrete submittals. Plant design mixes for concrete to be utilized for extruded concrete curbing and sidewalks and ramps. Design mix certification is to be issued by the concrete plant supplying the concrete mixtures.
- B. Certifications, shop drawings, catalog cuts, manufacturer's literature, and technical data for all products and materials appurtenant to the construction specified herein.

1.06 QUALITY ASSURANCE

- A. Provide at least one (1) person who shall be present at all times during the execution of this portion of the Work and who shall be thoroughly qualified and experienced in the placing of the type of bases and pavements specified and who shall direct all work performed under this Section.
- B. Use only personnel thoroughly trained and experienced in the skills required for installing and finishing concrete pavements and in operating the required equipment.
- C. Provide finished surfaces that are smooth, even, and free from surface defects and irregularities. Edges shall be straight, and shall meet existing pavements smoothly. Pavement shall present a smooth, continuous, and workmanlike appearance, free from patch work, rough edges, spalling areas, potholes, depressions, bumps, and other defects. The complete finished installation shall meet with the complete approval of the Engineer with respect to appearance as well as structural integrity and other criteria.
- D. No finish surface pavement shall be started during the period of October 31 of any one year through April 15 the following year, unless otherwise approved by Engineer.
- E. Reclaimed or recycled materials from off-site is not permitted for use on this Project.
- F. Protect concrete from environmental conditions:
 - 1. Do not continue or commence concrete operations during rainy weather conditions.
 - 2. When the ambient air temperatures is 90°F, cool the forms that come in contact with the concrete mix to below 90°F for a minimum of one (1) hour prior to and one (1) hour after the completion of the concrete placement by means of water spray or other methods satisfactory to the Engineer.
 - 3. When there is a potential for ambient air temperature below 40°F during placement or curing operations, submit a Cold-Weather Concreting Plan to the Engineer.

PART 2 PRODUCTS

2.01 CONCRETE SIDEWALKS

- A. Forms - Metal or wood; straight; free from warp; of sufficient strength to resist springing from the pressure of the concrete; and depth equal to sidewalk depth.
- B. Concrete - Concrete mix design in accordance with Section M.03 of the Standard Specifications. Concrete shall have a minimum compressive strength of 4,400 psi.
- C. Liquid Membrane-Forming Compound - Conforming to AASHTO M 148 Type 2, Class B or; shall be water-soluble linseed oil-based compound conforming to AASHTO M 148 Type 2.
- D. Expansion joint filler - Preformed expansion joint filler shall be bituminous cellular type and shall conform to the requirements of AASHTO M 213.
- E. Detectable Warning - "In-Line Dome Paver Tile", color-fast, UV stable, homogeneous glass and carbon reinforced composite material, colored throughout, as manufactured by ADA Tactile Systems, North Billerica, MA (tel. 978-262-9900) or accepted substitution. The surface geometry shall comply with ADA Regulations and shall consist of raised truncated domes with a nominal diameter of 0.9-inches, a nominal height of 0.2-inches, and a center to center nominal spacing of 2.35-inches. The color of the tile shall be selected by the Engineer from manufacturer's standard colors which shall comply with the current version of the Standard

Color Tolerance Charts issued by the Federal Highway Administration. Composite products relying on paint coatings or "UV coatings" for color stability are not acceptable.

1. , Aurora, Illinois) Clear Guard Cure and Seal 2.92 VOC or approved substitutions.

PART 3 EXECUTION

3.01 PERFORMANCE

A. Concrete Sidewalks

1. Notify Engineer of control points that may conflict with the design grade or configuration of ramps shown on the plans and do not install ramp without Engineers direction. Control points include, but are not limited to, right-of-ways, utility poles, drainage structures, buildings, fences, walls, or other existing site conditions. Engineer shall provide alternative ramp design to be constructed in conditions when control points are encountered with the design shown on the plans.
2. Excavation
 - a. Excavate to the required depths below finished grade as shown on the plans.
 - b. Excavate to nearest joint of existing sidewalks that connect to proposed sidewalks.
 - c. Remove soft and yielding material from subgrade and replace with suitable material as directed by the Engineer.
3. Subbase
 - a. Place and compact granular fill to depths shown on drawings.
 - b. Layers shall not exceed six (6) inches depth prior to compaction.
 - c. Wet and roll or tamp each layer after spreading.
4. Forms
 - a. Securely stake, brace, and firmly hold forms to the required line and grade.
 - b. Place forms tightly to prevent mortar leakage.
 - c. Clean and oil or wet forms immediately before placing concrete against them.
 - d. Remove mortar from previous placements, debris, and foreign material from forms and prior to commencing concrete placement.
 - e. Remove ponded water from within forms prior to commencing placement.
5. Concrete
 - a. Proportion, mix, haul, and place in accordance with Section 6.01 of the Standard Specifications.
6. Finish
 - a. Finish with a wood float or by other means approved by the Engineer.
 - b. Edge the outside slab edges with a 1/4-inch radius edging tool.
 - c. Divide each slab into two or more sections by forming dummy joints with a jointing tool as directed on the plans.
 - d. Do not add water to the surface of concrete to assist with finishing operations.
7. Curing
 - a. Conduct curing operations immediately after completing finishing operations and as soon as marring of the concrete will not occur.
 - b. Liquid Membrane - Forming Cure is the preferred method of curing and shall be applied as follows:
 - 1) Resin-based compound - Apply following the final finishing immediately after the disappearance of water sheen and before any surface checking or marked dehydration of the concrete occurs.
 - 2) Water-soluble, linseed-oil based compound - Apply immediately following the final finish.
 - 3) Apply compound by an approved self-propelled mechanical pressured sprayer delivering a fine, even spray with uniform coverage to the concrete surface. For

the sides of concrete exposed after the removal of forms, or areas where self-propelled equipment is not practical, hand-held spray bars. The equipment for both application methods shall be providing a suitable device to prevent the settlement of the compound within the tanks.

- 4) Apply compound in a continuous and uniform film not less than 1 gallon per 150 sf. If a second application is used, apply within 30 minutes of the first application.
- 5) Protect treated surface from rain until compound film has dried sufficiently to resist damage.
- 6) Protect treated surface from traffic, foot or otherwise, for seven (7) days.
- 7) Apply a new coat of compound to areas where film has been damaged equal in curing value to that specified for the original coat.
- 8) Maintain a sufficient amount of approved cover sheets or cotton mats on site for the protection of placed concrete in the event of rain or breakdown of spray equipment. Maintain cotton mats in a wet condition during the period of use.
- c. Obtain approval for use of moist curing and cover sheet curing prior to commencing placement.
- d. Operations shall have prior right to water supply. Failure to use water adequately for curing and other requirements shall be cause for immediate suspension of concrete operations.
- e. Do not leave concrete exposed for more than 30 minutes between stages of curing or during curing period.
- f. Supply a sufficient amount of suitable blanketing material to sufficient depths to prevent the concrete from freezing when temperatures are expected to drop below 35°F (2° C) over the following twelve (12) hours.
- g. Remove and replace concrete injured by frost action regardless if frost prevention measures were used.
8. Do not operate equipment in the immediate vicinity of the placed concrete for at least twelve (12) hours after the placed concrete has set.
9. Sidewalk Detectable Warning Strips:
 - a. Set tiles solidly set in the wet concrete. Beware that an overly wet mix may cause tiles to float.
 - b. Pour and finish concrete to line and grade, true and smooth to the required dimensions, prior to the placement of the tiles.
 - c. Tamp or vibrate tiles into the fresh concrete to ensure that the field level (base of truncated dome) of the tile is flush to the adjacent walking surface. Tolerance for elevation differences between the tile and adjacent surface is 1/16".
 - d. Following tile placement, check tile elevation to the adjacent surface with a straight edge. Make any adjustments prior to setting of the concrete.
 - e. During and after tile installation and concrete curing, no walking or other external forces will be permitted on the tiles. Protect the area from traffic while concrete cures.
 - f. Clean any excess concrete or other material from the exposed face of the tile prior to curing of those materials.
 - g. Conform to warning strip manufacturer's installation recommendations.

3.02 TOLERANCES

- A. Concrete Sidewalk - Final surface shall not vary more than plus or minus one eighth ($\pm 1/8$) inch in ten (10) feet from the grades and cross slopes shown on the plans. The entire surface shall be checked by the Contractor in the presence of the Engineer with an acceptable ten (10) foot straightedge.
- B. Detectable Warning Strips - elevation differences between the tile and adjacent surface shall not exceed 1/16 inch.

3.03 ADJUST AND CLEAN

- A. Correct deficiencies and unmet tolerances in a manner approved by the Engineer.
- B. Eliminate settlement in a manner approved by the Engineer.
- C. Clean all surfaces of dirt, stones and other debris and remove and dispose of off-site all discarded mix, trash, and all other debris.

END OF SECTION

SECTION 32 30 00 - SITE IMPROVEMENTS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Granite Sitting Wall.

1.02 RELATED SECTIONS

- A. Section 03 30 00 – Cast-In-Place Concrete
- B. Section 31 23 16 - Excavation
- C. Section 31 23 23 - Backfilling
- D. Section 32 92 00 - Turf Establishment

1.03 QUALITY OF WORK

- A. Comply with the requirements of the related sections.

1.04 SUBMITTALS

- A. Sample of stone for granite sitting wall

1.05 DELIVERY, STORAGE HANDLING

- A. Protect products during delivery, storage, and handling.

1.06 PROTECTION

- A. Be solely responsible for construction methods, means, techniques and for construction site safety precautions. Conduct construction operations in conformance with all applicable local, State and Federal safety laws, rules, regulations and codes.

PART 2 PRODUCTS

2.01 GRANITE SITTING WALL

- A. Granite stone blocks to be supplied by Owner.

PART 3 EXECUTION

3.01 RELOCATION OF EXISTING GAZEBO

- A. Provide labor, equipment, and materials, lift, temporarily relocate, permanently reset and secure to concrete piers. Connections to be approved by Bolton Building Official.

3.02 GRANITE SITTING WALL

- A. Place in the location and to the dimensions shown on the drawings.

END OF SECTION

SECTION 32 92 00 - TURF ESTABLISHMENT

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Furnishing and placing topsoil.
- B. Establishment of grass turf on all disturbed surfaces not shown to be covered with other materials or structures.

1.02 RELATED REQUIREMENTS

- A. Section 31 25 00 - Soil Erosion and Sediment Control

1.03 SUBMITTALS

- A. Product Data - Submit technical data for fertilizer, lime, seed mixtures, and related products, including labels, chemical analysis, purity, recommended application rates, percentage of weed seed, and related data.
- B. Samples - Submit sample of native and imported topsoil to the State Cooperative Extension System for analysis.
- C. Test Reports - Soil test recommendations from State Cooperative Extension System.

1.04 GUARANTEE

- A. Turf establishment guarantee period is one (1) year from the date of turf establishment completion contingent upon the lawns, grass, and ground cover remaining in vigorous and healthy condition.
- B. Final acceptance of this portion of the Work will be given after lawns, grass, and ground cover have been in a vigorous and healthy condition for the entire turf establishment guarantee period.

PART 2 PRODUCTS

2.01 TOPSOIL

- A. Topsoil - That portion of the soil profile defined technically as the "A" horizon by the Soil Science of America, containing not less than three (3) nor more than twenty (20) percent of organic matter as determined by loss-on-ignition of oven-dried samples.
- B. The following textural classes, as determined on the basis of material passing the 850 µm mesh sieve and subjected to partial mechanical analysis, are acceptable:
 - 1. Loamy sand, with not more than 80 percent sand.
 - 2. Sandy Loam.
 - 3. Loam.
 - 4. Sandy Clay loam, with not more than 30 percent clay.
 - 5. Silt loam, with not more than 60 percent silt.

- C. Topsoil to be loose, friable, reasonably free of admixtures of subsoil, and free from refuse, stumps, roots, brush, weeds, rocks, and stones over one (1) inch in overall measurements. Topsoil to also be free from any material that will prevent the formation of a suitable seedbed or prevent seed germination and plant growth.

2.02 LIME

- A. Commercial grade ground limestone containing not less than fifty (50) percent of total oxides. Gradation as follows: Minimum seventy-five (75) percent passing the one-hundred (#100) mesh sieve and 100 percent passing the twenty (#20) mesh sieve.

2.03 FERTILIZER

- A. Ten (10) percent nitrogen, six (6) percent phosphorous and four (4) percent potassium. Granulated to pass through one-eighth (1/8) inch screen.

2.04 SEED

- A. Furnished to the site in unopened containers, fully labeled in accordance with U.S. Department of Agriculture Rules and Regulations under the Federal Seed Act. Seed mixture to be approximately as follows:

	<u>Mixture Percent</u>	<u>Minimum Percent Germination</u>
Blue Grass	30%	85%
Creeping Red Fescue	40%	85%
Perennial Rye	20%	85%
Annual Rye	10%	85%

- B. Use seed within one year of test date on label.
- C. $\text{Percent Live Seed} = \text{Percent Minimum Purity} \times \text{Percent Minimum Germination} / 100.$

2.05 MULCH

- A. Salt hay, straw, manufactured cellulose fiber or wood pulp mulch as approved.

PART 3 EXECUTION

3.01 GENERAL

- A. Verify that all underground work in the area is completed, and all conditions are proper, prior to initiation of this portion of the Work.
- B. Perform seeding only during the following dates:
 1. April 1 to June 15.
 2. August 15 to October 1.
- C. With the exception of Crown Vetch, the final fall seeding dates may be extended an additional 15 days in the coastal towns of New London, Middlesex, New Haven, and Fairfield counties.
- D. Follow recommendations of State Cooperative Extension Agency lab report for application rates of lime and fertilizer.

3.02 TOPSOILING

- A. Spread topsoil evenly and compact lightly to a thickness of not less than six (6) inches. Do not spread topsoil in a frozen or muddy condition. Make allowance for settlement.
- B. Import additional topsoil if insufficient quantity is available from stripping the Project site.
- C. Surplus topsoil - Comply with Section 31 23 16.

3.03 SEEDING METHODS

- A. Apply lime evenly, prior to fertilizing and seeding, and work lime into the top three (3) inches of soil. Redress the surface. Apply fertilizer after liming and before seeding. (Fertilizer may be sown with seed by hydroseeding if water soluble fertilizer is utilized.)
- B. If topsoil in the areas to be seeded has become hard or crusted before seeding, make topsoil friable and receptive to seeding by approved methods which will not disrupt the line and grade of the areas to be seeded.
- C. Apply seed uniformly by any agronomically acceptable and feasible method approved. Apply seed at a rate recommended by the seed vendor, but not less than four (4) pounds of live seed per 1,000 square feet, as determined by Article 2.04.C of this Specification.
- D. Apply mulch as specified under Section 31 25 00.
- E. When spreading straw mulch by hand, divide the area to be mulched into sections of approximately 1,000 square feet and place at least 70-90 pounds (1-1/2 to 2 bales) of straw in each section to ensure uniform distribution and obtain at least 80% coverage of the surface of the seedbed. Anchor mulches immediately after spreading to prevent wind-blowing by applying an approved binder or erosion control netting.
- F. In areas where slopes to be vegetated are steeper than three (3) horizontal to one (1) vertical, install four (4) inches of straw mulch covered with approved erosion control netting, as soon as the seed is placed, unless otherwise shown on the Drawings or specified herein. Install netting in accordance with the manufacturer's instructions immediately after the mulch has been placed.

3.04 OUT-OF-SEASON SEEDINGS

- A. Perform out-of-season seeding in the same manner as in-season seeding. Since acceptable turf establishment is less likely, be responsible for in-season reseeding until the turf conforms to Paragraph 1.04.C.

3.05 MAINTENANCE DURING TURF ESTABLISHMENT GUARANTEE PERIOD

- A. Mow turfed area to an average height of two and one-half (2-1/2) inches whenever average height of grass becomes three and one-half (3-1/2) inches.
- B. Mow, eradicate weeds, water, fertilize, overseed, and perform other operations necessary to promote turf growth.

- C. Repair lawns, grass, and ground cover areas not found acceptable by the Engineer during the turf establishment guarantee period, and reset the turf establishment date of completion as specified in 1.04.A of this Section.

END OF SECTION

SECTION 33 40 10 - STORM DRAINAGE STRUCTURES

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Catch basins.

1.02 RELATED REQUIREMENTS

- A. Section 01 57 00 - Temporary Controls
- B. Section 03 30 00 - Cast-in-Place Concrete
- C. Section 31 23 23 - Backfilling
- D. Section 31 23 33 - Trenching
- E. Section 33 41 00 - Storm Drainage Pipe

1.03 REFERENCE STANDARDS

- A. See Sections 6.01, M.03, 6.02, and M.06.01 of the Standard Specifications, as referenced in Section 03 30 00.
- B. AWS Structural Welding Code.
- C. ASTM A27 - Standard Specification for Steel Castings, Carbon, for General Application.
- D. ASTM A36 - Standard Specification for Carbon Structural Steel.
- E. ASTM A47 - Standard Specification for Ferritic Malleable Iron Castings.
- F. ASTM A123 - Standard Specification for Zinc (Hot-Dip Galvanized) Coatings on Iron and Steel Products.
- G. ASTM A153 - Standard Specification for Zinc Coating (Hot-Dip) on Iron and Steel Hardware.
- H. ASTM A615 - Standard Specification for Deformed and Plain Carbon-Steel Bars for Concrete Reinforcement.
- I. ASTM B695 - Standard Specification for Coatings of Zinc Mechanically Deposited on Iron and Steel.
- J. ASTM C55 - Standard Specification for Concrete Building Brick.
- K. ASTM C139 - Standard Specification for Concrete Masonry Units for Construction of Catch Basins and Manholes.
- L. ASTM C913 - Standard Specification for Precast Concrete Water and Wastewater Structures.
- M. ASTM C990 - Standard Specifications for Joints for Concrete Pipe, Manholes, and Precast Box Sections Using Preformed Flexible Joint Sealants.
- N. ASTM D4101 - Standard Specification for Polypropylene Injection and Extrusion Materials.

- O. AASHTO M 105 - Standard Specification for Gray Iron Castings.
 - P. AASHTO M 199 - Standard Specification for Precast Reinforced Concrete Manhole Sections.
 - Q. AASHTO T 22 - Standard Method of Test for Compressive Strength of Cylindrical Concrete Specimens.
 - R. AASHTO T 23 - Standard Method of Test for Making and Curing Concrete Test Specimens in the Field.
 - S. AASHTO T 152 - Standard Method of Test for Air Content of Freshly Mixed Concrete by the Pressure Method.
- 1.04 SUBMITTALS
- A. Shop Drawings - Submit Shop Drawings for approval showing products and materials proposed for:
 - 1. Precast concrete catch basins.
 - 2. Catch basin frames and grates.
- 1.05 QUALITY ASSURANCE
- A. Comply with the requirements of the authority having jurisdiction for work involving restoration of their storm drainage systems.
 - B. Furnish and install all drainage structures in accordance with the details shown on the Drawings.
 - C. All precast concrete drainage structure components shall be the product of a single manufacturer. Likewise, all frames and grates shall be the product of a single manufacturer.
- 1.06 DELIVERY, STORAGE, AND HANDLING
- A. Deliver, store, and handle all materials so as to preclude all damage thereto.
 - B. Deliver cement, lime, and all waterproofing and similar materials in manufacturer's unopened and clearly marked containers. Store in weather-proof enclosures.
- 1.07 SOURCE QUALITY CONTROL
- A. For precast concrete, perform tests to ensure compliance with ASTM C478 and these Specifications.

PART 2 PRODUCTS

2.01 MATERIALS

- A. Drainage Structures - The materials to be used in the construction shall conform to the following:
 - 1. Brick for Drainage Structures - Conform to the requirements of ASTM C32 except that the depth shall be 2 1/4 inches, the width 3 5/8 inches and the length 8 inches, and except that the maximum water-absorption by 5-hour boiling shall not exceed the following limits:
 - a. Average of 5 bricks: 15%.
 - b. Individual brick: 18%.

2. Concrete Building Brick for Drainage Structures - Conform to the requirements of ASTM C55, Grade S II.
3. Masonry Concrete Units for Drainage Structures - Conform to the requirements of ASTM C139.
4. Precast Units for Drainage Structures
 - a. Precast units for drainage structures may be used except where particular conditions require building or casting in place.
 - b. Fabrication plants shall have a quality control plan approved by the Chief, Materials Section of the Connecticut Department of Transportation that is demonstrated to the satisfaction of the Engineer. The facility, the quality of materials, the process of fabrication and the finished precast units shall be subject to inspection by the Engineer.
 - c. Circular precast drainage structures shall conform to ASTM C478 and rectangular precast catch basins and drop inlets shall conform to ASTM C913 as supplemented below:
 - d. All materials used for concrete shall conform to the requirements of Section M.03 of the Standard Specifications, as referenced in Section 03 30 00.
 - e. The pertinent provisions of Article 6.01.03 of the Standard Specifications, as referenced in Section 03 30 00, shall apply except that the concrete shall contain 5.0% - 8.0% entrained air. Water-absorption of individual cores taken from precast units shall be not more than 7%.
 - f. Reinforcement shall conform to the requirements of Article M.06.01 of the Standard Specifications, as referenced in Section 03 30 00.
 - g. Suitable provision shall be made in casting the units for convenient handling of the completed casting, and additional reinforcement steel shall be provided to allow for such handling in the casting yard and during transportation and placement. Each completed unit shall be identified with the name of manufacturer and date of the concrete pour from which it was cast, either by casting this information into an exposed face of the unit or by suitable stencil. For each day's production of precast units, the fabricator shall mold, cure and test standard cylinders, or cylinders compacted in a similar manner to the parent precast units, for the purpose of determining the compressive strength of the concrete incorporated into the precast units. Concrete used in molding the cylinders shall be representative of the concrete incorporated into the precast units during the production period. Cylinders shall be molded in accordance with AASHTO T 23, cured by the same method as the units they represent, and tested as prescribed in AASHTO T 22.
 - h. The fabricator shall determine the air content of the concrete used in the day's production of precast units by performing tests as prescribed in AASHTO T 152.
 - i. The equipment and personnel necessary to perform the required testing shall be furnished by the fabricator and approved by the Engineer. All testing equipment shall be calibrated at least once each twelve (12) months or as directed by the Engineer. The fabricator shall maintain records relative to the production, testing, and shipment of precast units supplied. Said records shall be available upon request.
 - j. Certification - Precast concrete units will be accepted on the basis of fabricator's certification. The fabricator shall certify each shipment of precast concrete units on Department Form MAT 314 (PC-1), "Certification of Precast Concrete Products." Two (2) copies of this certification shall be furnished with the shipment to the Engineer at the Project Site.
 - k. Precast units that are cracked, show evidence of honeycomb, or have over ten (10) percent of their surface area patched may be subject to rejection, even though meeting other requirements.
5. Metal for Drainage Structures - Metal for catch basins, extensions, and gratings shall be cast iron, cast steel, structural steel, or malleable iron conforming to the requirements of the Drawings.

- a. Gratings shall bear uniformly on their supports. Extensions shall be designed so that the existing catch basin grate, when set in place, will have substantially the same bearing, fit and load carrying capacity as in the existing frame. The extension shall be designed to fit into the original frame, resting specifically on the flange and rim area. The extension shall accept the existing cover or grate so that the cover or grate is seated firmly without movement.
 - b. Ladder rungs for manholes shall conform to ASTM C478 and shall be copolymer polypropylene conforming to ASTM D4101 for Type II propylene copolymers. The copolymer polypropylene shall encase a 1/2 inch diameter grade 60 reinforcing bar conforming to ASTM A615.
 - c. Cast iron shall conform to the requirements of AASHTO M 105, Class 25 for the frames and Class 30 for grates.
 - d. Cast steel shall conform to the requirements of ASTM A27, Grade optional, and shall be thoroughly annealed.
 - e. Structural Steel shall conform to the requirements of ASTM A36 or ASTM A283, Grade B or better, as to quality and details of fabrication, except that in the chemical composition of the steel, the 2/10 of 1% of copper may be omitted.
 - f. Malleable iron shall conform to the requirements of ASTM A47, Grade 22010. The materials and method of manufacture for drop inlets shall conform to the requirements as stated on the Drawings or as ordered.
- B. Protective Compound Material - The brand and type of material must be listed on the Connecticut Department of Transportation's Qualified Products List and approved by the Engineer for the specified use.
 - C. Galvanizing - Unless otherwise specified on the Drawings, the zinc coating on all iron and steel materials, other than wire, shall meet the requirements of ASTM A123 or ASTM A153, whichever shall apply. When mechanical galvanizing is used it shall meet the requirements of ASTM B695 Class 50.
 - D. Joints - Neoprene rubber O-ring or self-sealant butyl based rubber gasket conforming to ASTM C443 and ASTM C990.
 - E. Mortar - Comply with Section 03 30 00.
 - F. Concrete - Comply with Section 03 30 00.
 - G. Granular Fill - Comply with Section 31 23 23.
 - H. Non-Woven Geotextile - Comply with Section 31 23 33.
 - I. Crushed Stone - Comply with Section 31 23 23.

PART 3 EXECUTION

3.01 PREPARATION

- A. Install level, plumb and on select fill base materials. Comply with Section 31 23 23.
- B. Verify that all pipes have been laid in the correct location, and that excavation and subgrade preparation is properly complete.
- C. Pointing up - point up all concrete surfaces to provide a clean finished installation.
- D. Install in conformance with Drawings and as specified herein.

3.02 INSTALLATION

- A. These structures shall be constructed in accordance with the requirements contained herein for the character of work involved. The provisions of Article 6.02.03 of the Standard Specifications, as referenced in Section 03 30 00, pertaining to bar reinforcement shall apply except that shop drawings need not be submitted for approval, unless called for on the Drawings or directed by the Engineer. Welding shall be performed in accordance with the applicable sections of the AWS Structural Welding Code, D1.1.
- B. Give the surfaces of the tops of all catch basins, junction boxes, and drop inlets a coat of protective compound material immediately upon completion of the concrete curing period at the rate of 0.04 gallons per square yard.
- C. Lay masonry units in full mortar beds.
- D. Set metal fittings for catch basins, junction boxes, manholes, or drop inlets in full mortar beds or otherwise secured as shown on the Drawings.
- E. Extend inlet and outlet pipes through the walls for a sufficient distance beyond the outside surface to allow for satisfactory connections. Construct the concrete or masonry around them and mortar inside and outside of joint neatly to prevent leakage along their outer surfaces. Cut the pipe flush with the inside face of the wall, or as shown on the Drawings.
- F. Backfill the upper portion of the excavation made for catch basins and drop inlets down to the elevation of the invert of the outlet pipe but in no case to a depth greater than three (3) feet below the top of the structure with granular fill.
- G. Remove frames, covers, and tops which are to be reset from their present beds; rebuild the walls or sides to conform to the requirements of the new construction; and reset the tops, frames, and covers. Alternatively, raise the grates or covers by extensions of suitable height approved by the Engineer.
- H. Do not use extensions on catch basins or drop inlets at pavement low points or where adjacent curbing is being raised. Tack weld extensions for catch basins or drop inlets to the frame in four locations approximately at the mid points of each side of the frame. If the frames, covers, or tops are broken or so damaged as to be unfit for further use, with new, sound material conforming to the above requirements for the material involved.

END OF SECTION

SECTION 33 41 00 - STORM DRAINAGE PIPE

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Storm drainage pipe, fittings, and appurtenances.

1.02 RELATED REQUIREMENTS

- A. Section 01 57 00 - Temporary Controls
- B. Section 31 23 23 - Backfilling
- C. Section 31 23 33 - Trenching
- D. Section 33 40 10 - Storm Drainage Structures

1.03 REFERENCE STANDARDS

- A. AASHTO M 170 - Standard Specification for Reinforced Concrete Culvert, Storm Drain, and Sewer Pipe.
- B. AASHTO M 207 - Standard Specification for Reinforced Concrete Elliptical Culvert, Storm Drain, and Sewer Pipe.
- C. AASHTO M 252 - Standard Specification for Corrugated Polyethylene Pipe.
- D. AASHTO M 294 - Standard Specification for Corrugated Polyethylene Pipe, 300- to 1500-mm (12- to 60-in.) Diameter.
- E. AASHTO T 280 - Standard Method of Test for Concrete Pipe, Manhole Sections, or Tile.
- F. ASTM C443 - Standard Specification for Joints for Concrete Pipe and Manholes, Using Rubber Gaskets.
- G. ASTM C1478 - Standard Specification for Storm Drain Resilient Connectors Between Reinforced Concrete Storm Sewer Structures, Pipes, and Laterals.
- H. ASTM D140 - Standard Practice for Sampling Bituminous Materials.

1.04 SUBMITTALS

- A. Shop Drawings - Submit catalog cuts, manufacturer's literature, and technical data for all pipe, end sections, and fittings.

1.05 QUALITY ASSURANCE

- A. Comply with the requirements of the Town of Bolton for work involving restoration of storm drainage systems in Town Roads. Comply with the requirements of the Connecticut Department of Transportation for work involving restoration of storm drainage systems in State Highway right of way.

PART 2 PRODUCTS

2.01 CORRUGATED POLYETHYLENE PIPE AND FITTINGS

- A. Pipe
 - 1. 12-inch diameter to 60 inch diameter - AASHTO M 294 Type S (solid wall with smooth interior) or Type SP (solid wall with smooth interior and perforations) where indicated on the Drawings, as manufactured by Advanced Drainage Systems, Inc.
- B. Fittings
 - 1. End Sections and Couplings - Pro Link ST, soil tight unless otherwise shown on Drawings, high molecular weight, high density polyethylene conforming to AASHTO M 252 or 294, as manufactured by Advanced Drainage Systems, Inc.

2.02 SELECT FILL AND BEDDING MATERIALS

- A. Granular Fill as shown on Drawings and complying with Section 31 23 23.
- B. Crushed Stone as shown on Drawings and complying with Section 31 23 23.

2.03 GEOTEXTILE

- A. As shown on the Drawings and in accordance with Section 31 23 33.

PART 3 EXECUTION

3.01 INSTALLATION

- A. Take precautions to protect existing storm drainage systems and their earth foundations and bedding. Replace in kind and size any storm drainage system components damaged or displaced during installation of the Work.
- B. Inspect all pipe before laying. Reject and remove pipe not meeting Specifications.
- C. Backfill in accordance with Section 31 23 23 to twelve (12) inches above the top of the proposed pipe elevation for pipes laid above existing grade prior to excavating trench.
- D. Excavate trenches in accordance with Section 31 23 33.
- E. Install pipes in accordance with the details and to the required lines and grades as shown on the Drawings using an approved method of control. Adjustments to line and grade shall be done by scraping away or filling under pipe, not by blocking or wedging.
- F. Backfill trenches in accordance with Section 31 23 33. Compact fill material around pipe when fill material reaches six (6) inches in depth from pipe invert in addition to the requirements set forth in Section 31 23 33.
- G. Normally, the placement of pipe shall start at the downstream end and progress upstream. All pipe shall be carefully laid, true to the lines and grades given, hub ends upgrade and with the spigot ends fully entered into the adjacent hubs.
- H. Take up and relay or otherwise correct any pipe which is not in true alignment, or which shows any settlement or distortion after laying, to the satisfaction of the Engineer without additional compensation.

- I. Where indicated on the Drawings or directed by the Engineer, take up and relay or extend and renew existing pipe culverts in the same manner as specified herein for new pipe culverts.
- J. Where shown on the Drawings or directed by the Engineer, connect the proposed drainage system with existing drainage structures or pipes in a workmanlike manner.
- K. Where shown on the Drawings or directed by the Engineer, plug existing pipes with cement masonry.
- L. Install dissimilar pipe material couplers per manufacturer's written instructions.

END OF SECTION

